

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 1852.216-74 ESTIMATED COST AND FIXED FEE. (DEC 1991)**

The estimated cost of this contract is \$ TBD exclusive of the fixed fee of \$TBD. The total estimated cost and fixed fee is \$TBD.

(End of clause)

B.2 1852.232-81 CONTRACT FUNDING. (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for \$TBD and covers the following estimated period of performance: Three (3) year base and two (2) one-year options.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

(End of clause)

B.3 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work in Section C.

(End of clause)

B.4 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1.0 Overview

The NASA Safety Center (NSC) was established in 2006 to establish a Technical Excellence initiative; increasing and sustaining discipline knowledge within the SMA community; improving the Agency Incident Reporting Information System making it more user friendly and accessible; and developing an increased role and approach for conducting audits, mishap investigations and independent assessments. These initiatives were divided into 4 functional areas: Technical Excellence, Knowledge Management, Mishap Investigation Support, and Audits and Assessments. This contract will provide technical support to the NSC.

The NASA Technical Excellence Office (TEO) was created to develop additional capability and competency in the Safety and Mission Assurance engineering and technical workforce. This workforce supports the Office of Safety and Mission Assurance (OSMA) managing and executing Agency SMA activities. In 2009, the SMA Technical Excellence Program (STEP) was created by TEO to provide a comprehensive professional development system having four distinct levels and covering six primary SMA disciplines: System Safety, Reliability & Maintainability, Software Assurance, Quality Engineering, Operational Safety, and Aviation Safety. STEP is designed to be a predominately web-based, professional development system that maximizes the utilization of the System for Administration Training and Education Resources for NASA (SATERN) Learning Management System (LMS).

The NASA Knowledge Management Systems Office (KMSO) provides the infrastructure and support necessary for effective knowledge collection, analysis, dissemination and management for the SMA community and the broader NASA community with knowledge management, systems hosting, data analysis and trending, information dissemination and enterprise architecture. KMSO provides the IT infrastructure and support services to enable the other NSC functional areas.

The NASA Mishap Investigation Support Office (MISO) was created to: facilitate the mishap investigation process; provide mishap data management, quality assurance, analysis, trending, and risk assessment; and communicate mishap-related information to the Agency to ensure understanding and prevent recurrence. To those ends, MISO in concert with OSMA has developed and fielded tools, training, case studies, messages, videos, templates, guides and special studies for senior leadership.

The NASA Audits and Assessments Office (AAO) performs coordinated program, project, and institutional audits. Each NASA Center and Component Facility is audited at least once every three years, with follow-up audits scheduled as necessary. Requirement flow-down and SMA Engineering Design Audits and Assessments (REDAA), Quality Audit, Assessment and Review (QAAR) and Institutional / Facility / Operational (IFO) safety audits are conducted. AAO identifies best practices and Agency-wide systemic issues that can be shared to provide significant benefit to other NASA Centers.

1.1 Scope of Work

The contractor shall provide all material, equipment, personnel and supervision to accomplish the requirements as outlined in this Statement of Work (SOW). The Contractor shall provide Training Course Development and Support, Information Dissemination and Outreach,

Operational Support of the NSC IT Systems including Software Development, Knowledge Management, Mishap Investigation Support Office Safety Engineering Services Support, and Data Analysis and Trending to the NSC.

Any activities described herein as “review,” “certify,” “ensure compliance,” “verify,” or “evaluate,” shall not be construed as implying that the Contractor has the authority to approve/disapprove Government policies, procedures, specifications, requirements or those of any of its Government contractors. Language contained in this SOW shall not be construed to mean that the Contractor has the authority to perform final acceptance or rejection on the Government’s behalf for any products or services. The Contractor’s functions involving evaluation, verification, certification, review, and other functions as required, shall require communication of findings to the appropriate NASA representative having final approval or acceptance authority.

The contractor shall have the capability to manage and perform baselined work assignments, varied task orders, and projects simultaneously for the NSC and its customers across the Agency and established partnerships.

2.0 Scope of Work – Specific Requirements

This SOW describes the requirements for the contractor to provide technical services to the NSC. These services include both the performing of these functions and the independent assessment of these functions and may include special projects involving multiple disciplines.

The Contractor shall perform the work as directed in NASA issued baselined work assignments and task orders. Personnel assigned shall have the required training, certifications and experience required to fulfill the work. The majority of the assignments will be baselined where the work will be known and clearly stated for the contractor to perform. A small number of task orders will be issued where the requirements are not currently defined.

The contractor is required to provide the following baseline work assignment and task orders.

2.1 Training Course Development and Support (BASELINE)

The Contractor shall provide a formal instructional development capability that is documented with an established past performance. The Contractor shall have the capability and expertise to perform and support training and support activities related to the other work areas in the SOW and in support of the NSC. The Contractor shall conduct web-based training, technology research and benchmarking.

2.1.1 SMA Technical Excellence Program (STEP) (BASELINE)

The Contractor shall have the capability and expertise to support the Technical Excellence Office in the following disciplines: System Safety, Reliability & Maintainability, Quality Engineering, Software Assurance, Occupational Safety and Aviation Safety. The Contractor shall provide the core capability and subject matter expertise for the development, maintenance, and/or acquisition of STEP courses primarily for Web-Based Training (WBT) and Blended Learning. The web based training courses and modules shall be SCORM, Section 508 compliant and fully functional on the System for Administration Training and Education Resources for NASA (SATERN). An instructional system design process and subject matter experts (SMEs) shall be utilized to design and develop courses, meet the curriculum course descriptions. Additionally, the full catalog of STEP courses will need to be continually maintained on an annual basis. Make vs. Buy Capability, Cost Benefit Analyses for commercial off-the-shelf training capabilities, as well as negotiation of draft-licensing agreements to meet the needs of the government for commercially available courses shall be included.

The priority and quantity of training modules/courses to be developed annually will be strongly influenced by the available funding. Future topics may include interactive learning and web-based simulations. Instruction timeframe for high level planning purposes should be evenly distributed between two and three day training events.

2.1.2. Mishap Investigation Training (BASELINE)

The Contractor shall have the capability and expertise to develop SATERN-ready electronic files, and classroom teaching materials delivered to NASA and off-site locations where and when required by NSC instructors. The Contractor shall convert basic content such as text, photographs, graphic objects and video clips into courses compatible with SATERN. The Contractor shall support development and delivery of courses in disciplines related to mishap investigation including Root Cause Analysis, Human Factors Investigator, and Interim Response Team.

2.1.3 SATERN Support (BASELINE)

The Contractor shall have the capability and expertise to support the development and implementation of the NASA SMA catalog via SATERN. The Contractor shall provide a qualified SATERN Administration capability. SATERN specific responsibilities include generating SATERN reports, managing catalogs/course materials for the SMA Domain portion of SATERN (~350 courses), constructing complex queries to extract performance-oriented data for SMA and STEP-oriented metrics and performance analysis, continued integration of STEP courses and curricula into SATERN and establishing appropriate links to these materials from SATERN and management and administration of individual learner accomplishments for STEP course completions and other STEP curriculum requirements.

2.2 Information Dissemination and Outreach (BASELINE)

The Contractor shall support the Information Dissemination and Outreach activities of the NSC including print, electronic and in-person channels.

2.2.1 NSC Website Content Creation (nsc.nasa.gov) (BASELINE)

The Contractor shall have the capability and expertise to develop original content for the NSC website in addition to supporting the identification of existing content which supports the mission of the NSC to provide dynamic content to the NASA Safety and Mission Assurance community. The NSC website includes but is not limited to the SMA Library, a dynamic mishap dashboard, the STEP Handbook, event registration, calendar, STEP procedural information, video recorded content including guest lectures and video nuggets, and NSC organizational information. The Contractor shall perform requirements definition, design of new content and system capability, and implement change control management processes in support of the NSC website content and functionality. Content management, meta-tagging, maintenance of all external Web links, quality assurance and information architecture services to ensure accuracy and availability of content. Provide optimized search capabilities to support discovery of content. Compliance with all Federal/Agency/Center Web publishing standards and policies including Section 508 compliance is required. The Contractor shall perform development and maintenance activities ensuring that security vulnerabilities are adequately addressed and mitigated in accordance with GRC and NASA IT and IT Security requirements. Alternative analysis on new COTS products and technologies may be conducted in support of the NSC; ensuring that it's web-based

technologies stay at the fore-front of technology, delivering state-of-the-art information to the agency in an effective and efficient manner.

2.2.2 Technical Writing and Graphics Design (BASELINE)

The Contractor shall have the capability and expertise to provide technical and creative writing support to the NSC. Content creation and support for information dissemination activities include annual reports, newsletters, brochures, multi-media campaigns, case studies, feature stories, handbooks including but not limited to the STEP Handbook and NASA Mishap Investigation Handbook, and special studies promoting safety. Technical writing expertise is required in drafting and editing large documents in word processing software that include inserted photographs, graphic objects, tables and hierarchical format. The Contractor shall have the ability to quickly learn and grasp complex engineering and scientific concepts, jargon and references, write in a simple, concise manner to a deadline, and apply superb attention to detail and diligence to complete an exemplary product. Additional skills should include the ability to take statistical data and develop communications materials that explain how the information is relevant to the NASA SMA Community, an understanding of the issues facing the NASA SMA Community and the expertise to provide suggestions for approaches in order to provide relevant information that is helpful. Conformance with NSC and NASA design styles as well as NASA Communication Material Review requirements is required as well as an understanding and familiarity with government and industry style guides including Associated Press (AP) and Government Printing Office (GPO) Style. The Contractor shall have the expertise and capability to prepare files for printing consistent with Glenn Research Center printing service standards, cognizant of budget constraints. The Contractor shall provide graphic design services supporting original content creation including info-graphics, posters, banners, signage, exhibits, awareness materials, graphics and animations optimized for the NSC website. Expertise in the creation of PowerPoint presentations is also desirable.

2.2.2.1 System Failure Case Study (SFCS) Support (BASELINE)

The contractor shall have the capability and expertise to support the planning and development of the Office of Safety and Mission Assurance (OSMA) Safety Messages and Safety message package. The Chief of OSMA presents the SFCS to the NASA Administrator and senior staff on a monthly basis. NASA guidelines for format and review process shall be followed to assure adequate peer and government review. Topics will cover a range of subjects and require subject matter experts qualified to ensure accuracy and quality.

2.2.2.2 NASA Mishap Investigation Report Technical Support (BASELINE)

The Contractor shall have the capability and expertise to provide, upon request, a technical writer to the Investigating Authority (NASA mishap investigation board or team) for a NASA mishap or close call. Support for two investigations simultaneously may be requested. This service consists of formatting all the required investigation products into a draft report compliant with NASA requirements. The Contractor may be called upon to utilize the NASA Root Cause Analysis Tool (RCAT) in support of mishap investigations. Strong oral communication skills, the ability to travel to another NASA Center and support an investigation for 2-3 weeks, and expertise in the identification, handling and storage of Sensitive but Unclassified (SBU) and International Trafficking in Arms Regulation (ITAR) information are critical to this work.

2.2.3 Video Production (BASELINE 2)

The Contractor shall have the capability and expertise to create original video products and provide video recording, editing, production, closed captioning and distribution of live events, in a cost effective manner. There is a current need for a Mediasite (by Sonic Foundry) qualified and experienced capability to operate related Government Furnished Equipment (GFE) to record webinars to be streamed to the Agency via Webcast using Government Furnished Equipment (GFE) distance learning technology. Future video production services may be expanded to utilize High Definition (HD) and other emerging video technologies. Set coordination, sound, lighting and visuals are desired to produce professional-quality video. The Contractor shall format video output to be compatible for future viewing using the SATERN Learning Management System, NSC Website, and/or mobile devices cognizant of 508 compliance requirements. The Contractor shall have the capability and experience to develop videos and podcasts that are informational as well as engaging that include a mix of relevant graphics and animation to best communicate the message to the intended audience.

2.2.4 Agency-wide Conference Support (BASELINE)

The Contractor shall have the capability and expertise to plan and host Agency-wide conference and training workshops at a government provided or specified facility. Conference Support includes work to develop agendas and schedules for concurrent training sessions, provide registration services for events, organization of all meeting-related activities for visiting groups, to include team building and collaboration sessions structured prior to and after the primary daily sessions. Development and implementation of a discipline-oriented, Technical Excellence Guest Lecture Series includes work to arrange for experts to provide webinars on discipline-related topics approved by NASA at various NASA Centers, coordination, announcement, and hosting-related logistical support.

2.3 Operational Support of NSC IT Systems (BASELINE)

The NSC has hosted the Process Based Mission Assurance (PBMA) Enhanced Security Workgroup (ESWG) system to support Agency-wide collaboration in support for Safety and Mission Assurance. This legacy system was based on the Ramius Community Zero product. This tool will no longer be supported after January 1, 2011, prompting the NSC to migrate to a new tool. There may be a need to provide minimal support to the legacy system until the migration is completed. The NSC is implementing the Knowledge Now (NSCKN) product developed by the Triune Group to facilitate knowledge management activities of communities of practice across the Agency as a replacement for the PBMA ESWG. The NSC website is currently utilizing an Ektron Content Management System (CMS) and supports both public and private content accessible only within the NASA.gov domain. The NSC also hosts applications developed within NASA in support of the SMA Community including the Flight Test Safety Database (FTSDB), Safety and Mission Assurance Requirements Tracking System (SMARTS), NCAS Contract Management System, and the Software Safety Litmus Test (SSLT) Tool. Windows Server 2008, Microsoft Internet Information Services (IIS), Microsoft SQL Server, Ektron CMS, PHP, Adobe Cold Fusion support the Knowledge Management System. The NSC infrastructure includes a web server running IIS 7 / ColdFusion 9 Standard / ASP.Net, a Web server running IIS 7 / Ektron 7.66 / PHP 5.2.12 / ASP.Net, a Pre-production web/database server running IIS 7 / ColdFusion 9 Standard / ASP.Net / PHP 5.2.12 / SQL Server 2005, 32-bit, 2 database servers running SQL Server 2005 32-bit and SQL Server 2008 R2 64-bit. The Infrastructure also includes: a SAN supporting tape backups, VMWare Vcenter server Foundation, MySQL, middleware, switches, active directory, Sonic Foundry Mediasite, and kemp load balancers, McAfee firewalls. A remote disaster recovery site is being stood up as well.

2.3.1 NSC Information Technology (IT) Infrastructure Management, Security Compliance, System, and Hosting Support (BASELINE)

The Contractor shall have the capability and expertise to provide the planning and design of computer systems that integrate computer hardware, software and communications technologies supporting hosting environment services for NSC in accordance with federal and NASA requirements. These services shall be provided for all environments required for NSC operations: Production or live data, Demonstration, and Development environments. The Contractor shall provide or coordinate both physical and IT security, C&A and penetration testing services in accordance with federal and NASA requirements. Associated work shall relate to implementation of mirrored websites, or hosting capabilities at the same location or other locations as designated by NASA, and services and support for the hosted environment(s) to maintain technology advancement or change in NASA requirements. Work includes providing computing services, data storage service, service monitoring and management on GFE. Continuity of operations shall be maintained through a disaster recovery plan and a contingency/disaster recovery site located offsite at Plumbrook Station. Work shall support maintaining license agreements with supporting COTS providers, creation and maintenance of COTS provider agreements, evaluation and purchase of COTS software to support NSC knowledge management objectives, and evaluation and purchase of hardware and software to support the NSC infrastructure. New hardware or software purchases to support system development and improvement shall also be included. Work relating to trouble-shooting the application performance at NASA centers may also be written. The Contractor shall support NASA access control and e-Authentication requirements.

2.3.2 Operational Support for the NSC Applications and Users (BASELINE)

The Contractor shall have the capability and expertise to provide help desk support including account provisioning and interactive technical support. The Contractor shall develop and maintain on-line help, Frequently Asked Questions (FAQ's), and online tutorials. The Contractor shall provide support to users of the NSC provided tools, establish performance metrics to assure expected quality and support, and allow the integration of disparate datasets with the analysis environments of communities of practice. The Contractor shall have the capability and expertise to accommodate requests for additional operational support relating to business processes supporting NSCKN, the NSC website and NSC applications. The Contractor shall operate the STEP and NSCKN Helpdesk during all normal working hours, 8:00 am – 5:00 pm ET.

2.3.3 Change Control Management (BASELINE)

The Contractor shall have the capability and expertise to document changes, additions, and software development proposed to NSC applications and content. The Contractor shall support requirements development, documentation, and distribution of information relating to the established program process for change or addition. The Contractor shall manage changes to the current process necessitated by changes in NASA, or program requirements.

2.3.4 Application Development (TASK ORDER)

The Contractor shall have the capability and expertise to provide support in response to documented improvements originating from the configuration and change control process. Tasks shall support the addition of NASA requested functionality (e.g., the implementation of desired or required automations or user-interface process improvements), business process

analysis, historical data transfer, identified data migrations, data system networking, interfacing with other data repositories, and implementation of identified center-specific change requests and application additions. The Contractor shall have the capability and associated expertise to define requirements, design, develop, and deploy software applications in support of the mission of the NSC.

2.4 Knowledge Management (BASELINE)

The Contractor shall have the capability and expertise to plan, develop and implement a knowledge management program to collect and share SMA expertise across the Agency. The Contractor shall have the capability and expertise to provide the greatest return on investment through increased proficiency of users and awareness of the benefits and capabilities of using knowledge management practices and the NSC services such as the NSCKN and NSC website.

2.5 Mishap Investigation Support Office Safety Engineering Services Support (BASELINE)

The Contractor shall have the capability and expertise to support the development of a systematic method for mishap investigation process timeliness and tracking, investigation, authorization, corrective action tracking, and risk report dissemination, develop processes to enable these functions, and align them with the larger NSC activities. Support the Mishap Investigation Status Report process by maintaining and updating existing databases; provide content and support to developing mishap posture data trends and analyses, including development of a hazard taxonomy, presentation material for senior agency officials, and development of annual mishap reports. The Contractor shall support the maintenance and update of the Headquarters Mishap website, tools and methods repository, Agency mishap investigation status reports, safety messages, safety training and support the special studies process as required; provide safety engineering and consultation with center and HQ S&MA personnel as requested; Support requirements definition and identify possible solutions for a cross-section of web-accessible analysis tools and methodologies to facilitate investigation analysis, root cause determination, and report generation; Support product development by enhancing existing templates (e.g., Center and Program Mishap Preparedness and Contingency Plan templates, Mishap Investigation Board (MIB) Report templates, etc.)

2.6 Data Analysis and Trending (BASELINE)

2.6.1 NASA Incident Reporting Information System (IRIS) Data Quality Support (BASELINE)

The Contractor shall have the capability and expertise to screen newly entered safety incident data (mishaps and close calls) within a NASA database via the IRIS web-based application interface. The Contractor shall be familiar with all IRIS functionality in all IRIS modules used by NASA SMA personnel (Health/Medical, Safety, Productivity, Reports, Employee, Administration and General modules). Experience with identification, handling and storage of SBU information is required. The Contractor shall screen IRIS data for compliance and inconsistencies per multiple criteria, identify data quality issues and support contact with IRIS Points of Contact (POC) at each NASA Center to reconcile apparent data quality and quantity issues with the expertise to apply NASA Mishap Investigation policy as specified in NPR 8621.1B.

2.6.2 Analysis, Trending, and Special Studies (TASK ORDER)

The Contractor shall have the capability and expertise to provide analysis, trending, and special studies. Expertise with IRIS, Excel pivot table functionality, Microsoft Word tables and PowerPoint are necessary. Contractor personnel supporting data analysis shall be familiar with basic statistics and charting and be able to use statistical analysis software create basic MySQL scripts to query a database. The Contractor shall have the ability to write reports without excessive need for correction, work within strict timelines, identify statistically significant findings and articulate them in a manner actionable to NASA leaders or safety professionals. The Contractor shall have the ability to develop practical recommendations for findings based on experience and broad knowledge of NASA operational, programmatic, and mission assurance processes, and have expertise in application of multiple taxonomies of defined terms to rapidly and reliably categorize text data.

2.7 Project Management/Project Support (BASELINE)

The Contractor shall have the capability and expertise to provide project management support and coordination. Work relating to this line item will pertain to meeting support, reporting to NASA, preparation of documentation relating to overall project coordination, presentations relating to recommendations to NASA, system performance reporting, regular updates and documentation relating to application development, schedules and status reports as assigned. Technical consultation on implementation strategies and “best practice” implementation of software, hardware, knowledge management, and systems shall also be written. The Contractor shall provide formal project management of the course development for the entire STEP Program.

2.7.1 Office and Logistical Support (BASELINE)

The contractor shall support meeting coordination, teleconference and videoconference setups, agency-wide course scheduling, coordination, auditing, and conduct of offsite meetings and teambuilding events. The contractor shall have the capability and expertise to support the web-based, on-demand education & career management system resources and other activities of the NSC.

3.0 APPLICABLE AND REFERENCE DOCUMENTS

The documents listed in Appendix A include directives, standards, and specifications that define requirements that may be either flowed-down to, or directly cited on a contract. As specified in the individual contracts, they define requirements to which the work must conform. The Contractor shall determine appropriate flow-down of these requirements to lower level suppliers, determine compliance of suppliers to these requirements, or comply with the requirements of these documents in performing insight/oversight of suppliers and sub-tier suppliers in accordance with the applicable work areas or task orders. For purposes of determining flow-down of requirements, the current issue of the document applies; for purposes of determining compliance with contract requirements, the terms of the contract apply.

In the performance of work areas or task orders, the Contractor shall use documents such as NASA directives, NASA standards, and other applicable standards.

4.0 PERFORMANCE SURVEILLANCE

NASA will monitor and evaluate the Contractor's performance in accordance with the procedures set forth in the Surveillance Plan to be provided by the Government.

5.0 BUSINESS MANAGEMENT AND ADMINISTRATION

The Contractor shall develop, implement and maintain those business management systems required for effective and efficient accomplishment of contract work. In general, business management and administrative functions described in this section will not be separately covered. Areas include the following:

5.1 Management

The Contractor shall institute and maintain an effective, efficient, and responsive management organization responsible for management and oversight of Contractor personnel, subcontractors, other contract resources, Government Furnished Software and Data, contract performance, deliverables, and costs as applicable. The Contractor's manager for this contract shall have complete, full and singular authority to manage this effort.

The Contractor shall promptly alert the COTR and the CO of any issues that may adversely impact the timely and cost-effective delivery of quality products and services under this contract.

5.2 Management Reviews

The Contractor shall participate in the following types of meetings and reviews, as required:

5.2.1 Regular Meetings and Teleconferences

The Contractor shall support weekly meetings at the NSC and other regular meetings /teleconferences with or at NASA Field Centers to plan and coordinate contract performance.

5.2.2 Semi-annual Contract Performance Review

The Contractor shall participate in a semi-annual contract performance review with the Government at the NSC as described in a clause to be determined in this contract.

[END OF SECTION]

Appendix AApplicable and Reference Documents

The following online resources provide access to NASA directives and standards that may be applicable to the performance of NASA-funded work and to the fulfillment of the NASA Safety Center Technical Services SOW

- NASA Online Directives Information System (NODIS): <http://nodis3.gsfc.nasa.gov>
- NASA Technical Standards: <http://standards.nasa.gov/documents/nasa>

Specific policy and requirements applicable to the fulfillment of the NASA Safety Center Technical Services SOW include the following:

- 29 CFR 1904
- Section 508 of the Rehabilitation Act
- Federal Information Processing Standards (FIPS)
- National Institute of Standards and Technology (NIST) Special Publications (SPs) 800 Series
- Federal Information Security Management Act (FISMA) of 2002
- NASA Policy Directive 1000.0A, NASA Governance and Strategic Management Handbook
- NASA Policy Directive 1000.3D, The NASA Organization
- NASA Policy Directive 2521.1A, Communications and Material Review
- NASA Policy Directive 2800.1B, Managing Information Technology
- NASA Policy Directive 2810.1D, NASA Information Security Policy
- NASA Policy Directive 9501.1I, NASA Contractor Financial Management Reporting System
- NASA Policy Requirement 1600.1, NASA Security Program Procedural Requirements
- NASA Policy Requirement 2800.1B, Managing Information Technology
- NASA Policy Requirement 2810.1A, Security of Information Technology
- NASA Policy Requirements 7150.2A, NASA Software Engineering Requirements
- NASA Policy Requirement 8621.1B, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping
- NASA Policy Requirement 8715.3C, NASA General Safety Program Requirements
- NASA Policy Requirement 9501.2D, NASA Contractor Financial Management Reporting
- NASA Technical Standard 8719.13, NASA Software Safety Standard
- NASA Technical Standard 8739.8, Software Assurance Standard

Specific documents applicable to the fulfillment of the NASA Safety Center Technical Services SOW include the following:

- STEP Handbook – available on cd upon request
- System Failure Case Studies <http://pbma.nasa.gov/index.php?fuseaction=pbma.archive>

SECTION D - PACKAGING AND MARKING**D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION. (SEP 2005)**

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of clause)

E.2 (GRC 52.246-92) INSPECTION AND ACCEPTANCE (JAN 1987)

Final inspection and acceptance of all work performed under this contract, including all deliverable items will be performed at destination.

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES AND PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE – SECTION F

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of the clause is available at the addresses contained in clause 52.252-2 “Clauses Incorporated by Reference”, found in Section I of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15	AUG 1989	STOP-WORK ORDER
	APR 1984	ALTERNATE I

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

(none)

(End of clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract is three (3) years from the award of the contract. Additionally, there are two (2), One (1) year options periods to be exercised at the Government’s discretion.

(End of clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): NASA Safety Center, NASA Glenn Research Center and Plumbrook Station.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE – SECTION G

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of the clause is available at the addresses contained in clause 52.252-2 “Clauses Incorporated by Reference”, found in Section I of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

(none)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(End of clause)

G.2 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

[Insert the mailing address for submission of cost vouchers]

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:
[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:*[insert the mailing address for submission of fee vouchers]* This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING. (DEC 1987)

(a) Any delivered commercial computer software (including documentation thereof) developed at private expense and claimed as proprietary shall be subject to the restricted rights in paragraph (d) of this clause. Where the vendor/contractor proposes its standard commercial software license, those applicable portions thereof consistent with Federal laws, standard industry practices, the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement, including the restricted rights in paragraph (d) of this clause, are incorporated into and made a part of this purchase order/contract.

(b) Although the vendor/contractor may not propose its standard commercial software license until after this purchase order/contract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this purchase order/contract under the same terms and conditions as in paragraph (a) of this clause. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, the NASA Contracting Officer or the NASA Contracting Officer's Technical Representative/User may sign any agreement, license, or registration form or card and return it directly to the vendor/contractor; however, such signing shall not alter any of the terms and conditions of this clause.

(c) The vendor's/contractor's acceptance is expressly limited to the terms and conditions of this purchase order/contract. If the specified computer software is shipped or delivered to NASA, it shall be understood that the vendor/contractor has unconditionally accepted the terms and conditions set forth in this clause, and that such terms and conditions (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software.

(d) The following restricted rights shall apply:

(1) The commercial computer software may not be used, reproduced, or disclosed by the Government except as provided below or otherwise expressly stated in the purchase order/contract.

(2) The commercial computer software may be -

(i) Used, or copied for use, in or with any computer owned or leased by, or on behalf of, the Government; provided, the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by the license incorporated under paragraphs (a) or (b) of this clause;

(ii) Reproduced for safekeeping (archives) or backup purposes;

(iii) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software shall be subject to the same restricted rights; and

(iv) Disclosed and reproduced for use by Government contractors or their subcontractors in accordance with the restricted rights in subparagraphs (d) (2) (i), (ii), and (iii) of this clause; provided they have the Government's permission to use the computer software and have also agreed to protect the computer software from unauthorized use and disclosure.

(3) If the incorporated vendor's/contractor's software license contains provisions or rights that are less restrictive than the restricted rights in paragraph (d) (2) of this clause, then the less restrictive provisions or rights shall prevail.

(4) If the computer software is published, copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the rights in paragraphs (d) (2) and (3) of this clause.

(5) The computer software may be marked with any appropriate proprietary notice that is consistent with the rights in paragraphs (d) (2), (3), and (4) of this clause.

(End of clause)

G.4 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270.

"Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.5 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedural Requirements (NPR) 9501.2D, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.6 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY. (DEVIATION) (SEP 2007)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(End of clause)

**G.7 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY.
(DEVIATION) (SEP 2007)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment: Attachment A

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: *None*.

- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.8 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (OCT 2003)

- (a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.
- (b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.
- (2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
- (3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Not Applicable, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
- (c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall

contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

G.9 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1. (DEVIATION) (SEP 2007)

(a) For performance of work under this contract, the Government will make available Government property identified in Attachment A of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at Attachment A and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Item Description []
 Acquisition Date []
 Acquisition Cost []
 Quantity []
 If equipment Manufacturer [] Model [] Serial Number []

(Insert a description of the item(s), quantity, acquisition cost, and date the property will be furnished to the Contractor)

(End of clause)

G.10 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS. (DEVIATION) (SEP 2007)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when

movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

G.11 (GRC 52.232-106) SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT – TASK ORDER CONTRACT (APR 2008)

*****This clause is applicable only to SOW Task Orders*****

(a) All vouchers or invoices submitted for payment shall include a reference to the number of this contract.

(b) All vouchers or invoices submitted for payment SHALL IDENTIFY ALL COSTS (INCLUDING G & A, COM, OH, ETC.) FOR EACH TASK ORDER AS A SEPARATE LINE ITEM.

(c) Vouchers for Time & Materials, Labor-Hour, or Cost Reimbursement Task Orders (as applicable). The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated in paragraph (c)(1) or (c)(2) below, whichever is applicable.

(1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be submitted to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg.1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
FAX: 866-209-5415

(i) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(ii) Copies of vouchers should be submitted as follows:

Copy 1 – NASA Contracting Officer
Copy 2 – DCAA Auditor
Copy 3 – Contractor

Copy 4 – Contract Administration Office, if delegated

Copy 5 – NASA Contracting Officer's Technical Representative (COTR)

(2) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph I(1), the contractor shall prepare and submit vouchers as follows:

(i) One original Standard Form (SF) 1034, SF 1035 or equivalent Contractor's attachment to the cognizant DCAA office.

(ii) Five copies of SF 1034, SF 1035A or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

Copy 1 – NASA Contracting Officer

Copy 2 – DCAA Auditor

Copy 3 – Contractor

Copy 4 – Contract Administration Office, if delegated

Copy 5 – NASA Contracting Officer's Technical Representative (COTR)

(iii) The Contracting Officer may designate other recipients as required.

(d) Vouchers for payment of fee shall be forwarded to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg.1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
FAX: 866-209-5415

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher or invoice for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.12 SEMI-ANNUAL PERFORMANCE REVIEW

A. The Government will evaluate the Contractor's performance beginning from the full performance date specified in clause F.2 of this contract through the end of FY11 and then every six (6) months afterward. This evaluation will be in accordance with the NSC Technical Services Performance Plan, to be provided after contract award, and will result in an adjectival performance rating. The Plan may be revised unilaterally by the Government prior to the beginning of any evaluation period to redirect emphasis.

B. At the conclusion of each evaluation period, a Contractor management representative at least one level above the Contractor's Project Manager for the NSC Technical Services contract shall meet with the contract's performance evaluation panel at the NASA Safety

Center. At this time, said management representative may submit a self-evaluation of performance for the evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation.

C. The Government will advise the Contractor in writing of the evaluation results and the adjectival rating received. Said written notice will be sent to a Contractor executive at the vice-presidential level, or higher, as designated by the Contractor.

(End of clause)

G.13 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTS – SUPPLEMENTAL REQUIREMENTS (DEC 2009)

The following requirements are in addition to those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract.

a) The Contractor shall submit the following financial reports pursuant to clause NFS 1852.242-73, "NASA Contractor Financial Management Reporting":

(i) NASA Form 533M (Monthly Contractor Financial Management Report)

(ii) NASA Form 533Q (Quarterly Contractor Financial Management Report)

(iii) Upon written request, the Contracting Officer may authorize an alternative format that provides substantially the same level of detail as the required Form 533(s), but is more compatible with the Contractor's standard accounting/reporting format.

b) The report(s) shall be prepared in accordance with the instructions contained in the aforementioned clause, NPR 9501.2D (NASA Contractor Financial Management Reporting), and on the reverse of the forms. NPR 9501.2D may be accessed through the NODIS Library at <http://nodis3.gsfc.nasa.gov/>.

c) The cost categories for reports are:

- (i) Direct Labor Categories/Hours/Dollars
- (ii) Labor Overhead Dollars
- (iii) G&A Dollars
- (iv) Other Indirect Dollars
- (v) Travel Dollars
- (vi) Materials/Supplies Dollars
- (vii) Subcontracting Dollars
- (viii) Other Direct Cost Dollars
- (ix) COM Dollars
- (x) Fee Dollars

d) If the value of this contract (including options, whether exercised or unexercised) exceeds \$1,000,000.00, and the Contractor is submitting reports that provide both actual expenditures from past months and estimated expenditures for current/future months, then the Contractor shall provide a short explanation (approximately one sentence) of any variance that exceeds 5%, between a previous estimated month-specific expenditure and the actual expenditure

experienced. [Example: The March 533M states that Actuals for March were \$80K and Estimated expenditures for April are \$100K. The April 533M states that Actuals for April were \$92K, which is a variance of 8% (from the "March Estimated" number of \$100K). A short explanation -- "widget prices were unusually low" -- is required.]

e) If the contract includes Recovery Act funds, the contractor shall report all costs to be reimbursed by Recovery Act funds on a separate report page. The level of reporting detail for these costs shall be equal to the separate reporting for other costs under the contract.

f) FOR TASK ORDERS ISSUED UNDER THIS CONTRACT:

1) The Contractor shall submit one set of monthly reports that summarize the entire contract at the Task Order Level (total hours/dollars per Task Order), and a second set of monthly reports that address the individual cost categories identified in paragraph (c) above, for each active Task Order.

2) If the contract includes identified capital asset expenditures, each capital asset shall be reported on its own report page. The level of reporting detail for capital assets shall be equal to the separate reporting for Task Orders under the contract.

3) If the contract includes Recovery Act funds, each Recovery Act task shall be reported on its own report page. The level of reporting detail for Recovery Act funds shall be equal to the separate reporting for Task Orders under the contract.

g) Report periods and submittal dates shall be in accordance with the instructions contained in NPR 9501.2D.

h) Reports shall be submitted electronically and/or in hardcopy format, in the number of copies, and to the individuals/areas indicated below:

Individual/Area	No. of Copies	Method (Electronic (E), Hardcopy (H))	Email Address
Contracting Officer	1	(E)	Eunice.J.Adams-Sipp@nasa.gov
COTR/Requester	1	(E)	TBD
Accounting and Financial Analysis Division (AFAD)	1	(E)	TBD

(End of clause)

G.14 Capital Asset Acquisition – Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts (SEP 2009)

A. When any task/delivery order issued under this contract includes a requirement for capital assets* the contracting officer will identify those items as such and create separate line items for them on the task/delivery order.

*A capital asset is an item: 1) With a total acquisition cost of \$100,000 or more, 2) With a useful life of 2 years or more, 3) Not intended for sale in the contractor's ordinary course of operations, 4) Acquired and/or fabricated by the contractor and to which NASA will or intends to take title, and 5) With an alternative future use (not research and development related). *(Note: Items and/or services with values less than \$100,000 that contribute to the acquisition or increased value of a capital asset (e.g. surveys for real property or components for capital equipment) are also subject to capitalization rules. Generally, NASA will inform the contractor if such items and/or services are classified as capital assets.)*

- A. During contract performance, if the contractor determines a need to acquire or fabricate an item that may meet the criteria for capital asset, the contractor shall submit a written request for approval to the contracting officer. Based on internal review, if the item is determined necessary for contract performance and determined to be a capital asset, the contracting officer will either: 1) Issue a new task/delivery order for the capital asset, or 2) Modify an appropriate existing task/delivery order to add a separate line item for the capital asset.
- B. If NASA Contractor Financial Management Reports (NASA Form (NF) 533's) are required under this contract, the contractor shall report all costs incurred against each identified capital asset on its own report page on the NF 533's.
- C. The costs incurred for each item designated as a capital asset shall be identified separately on any invoice, voucher, or other authorized payment request submitted by the contractor under this contract.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE – SECTION H

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of the clause is available at the addresses contained in clause 52.252-2 “Clauses Incorporated by Reference”, found in Section I of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
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NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES

(End of clause)

H.2 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996)

*****This clause is applicable to SOW Task Orders*****

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within [10] calendar days after receipt of the Contracting Officer's request, the Contractor

shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within [] calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.3 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992) -- ALTERNATE II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.4 (GRC 52.204-96) PIV CARD ISSUANCE PROCEDURES (FEB 2006)

"PIV Card Issuance Procedures", posted on the World Wide Web at <http://www.grc.nasa.gov/WWW/Procure/PIVCardIssuanceProcedures.doc> , are incorporated herein by reference and made a part hereof.

These PIV Card Issuance Procedures are in accordance with FAR clause 52.204-9, "Personal Identity Verification of Contractor Personnel" and NASA Procurement Information Circular (PIC) 06-01 entitled "Personal Identity Verification of Contractors", dated January 18, 2006.

(End of clause)

**H.5 (GRC 52.209-90) CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE
(DEC 2009)**

(a) BADGES All Contractor personnel having a need to enter areas of any NASA Field Center or geographically separated Satellite Center shall have an identification badge or pass. This badge or pass shall be obtained at the entrance of the cognizant Center.

(1) Resident Contractors (employees with picture badges)–

(i) The Contractor's on-site supervisor will notify the Glenn Research Center (GRC) Main Gate Badge Clerk at (216) 433-2206 when a new employee is reporting to work. The Badge Clerk will give the contractor's on-site supervisor specific instructions as to how the new employee will be badged, photographed, fingerprinted, etc.

(ii) Badge requirements are as follows (timeframes are calculated by the number of days employee will be here within a 365 day period):

1 to 14 days – Visitor Pass – For visitors, please access the Security web page at <https://security.grc.nasa.gov> to complete the on-line visitor notification form. For temporary construction and service personnel please follow instructions in paragraph a)(2) below.

15 – 179 days – Temporary Badge – Employee will be required to undergo an NCIC check via the National Crime Information Center.

180 days + - Permanent Badge – For permanent employees, all HSPD-12 requirements must be adhered to. Access the Security Web page at <https://security.grc.nasa.gov> for instructions.

For permanent badges, the contractor is required to complete and send the following forms to the GRC Security Management and Safeguards Office:

Position Risk Designation for Non-NASA Employee, NASA Form 1760 Position Risk Designation Cover Sheet, NASA-C-1760.

It is recommended that the Contractor complete the new hire process at least ten work days prior to the employees start date.

(iii) When an employee terminates and/or resigns employment, the Contractor shall issue to the employee NASA Form C-10087, Non-NASA Separation Clearance Record. The Contractor shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she as having outstanding items. The employee's last stop is for the return of their Government issued I.D. badge. The Contractor is also required to send a notice to the Grc-Ssc-Separations@Lists.Nasa.Gov within 1 day of the employees' separation.

(iv) The Contractor shall ensure that the terminated and/or resigned employee has returned his/her badge to the GRC Main Gate Badge Clerk. Final clearance of a Contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. Security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(2) Non-Resident Contractors (employees with non-picture badges) –

Badge requirements are as follows (timeframes are calculated by the number of days employee will be here within a 365 day period):

1 – 14 days – Temporary Badge (paper) – Employee will be required to complete a Badge Application (NASA-C-969a) and an NCIC check will be conducted via the National Crime Information Center.

15 – 179 days – Temporary Badge (hard plastic) – Employee will be required to complete a Badge Application (NASA-C-969a) and an NCIC check will be conducted via the National Crime Information Center.

For employees who will be on-site more than 180 days within a 365 day timeframe please refer to paragraph (a)(1) above.

The Contractor's on-site manager shall comply with the Badge and Property Regulations (NASA Form C-421), a copy of which will be given to the Contractor's supervisors at the time of the Construction Site Showing. The Badge and Property Regulations are identified below:

(i) Ensure that, for badging purposes, each contractor employee is in possession of NASA Form C-9975, Construction Contractor Registration & ID Badge, prior to reporting to work. Employees not in possession of the above mentioned form will be delayed at the gate until such time as the contractor supervisor/foreman or his representative reports to the Main Gate with the appropriate paperwork for badging.

(ii) Report lost badges immediately.

(iii) Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the Contractor. Final clearance of a Contractor upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. Security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(b) EMERGENCY PREPAREDNESS

(1) Emergencies are defined as incidents involving serious personal injury or damage, incidents that cause possible hazardous conditions, or incidents that require immediate attention of the Plant Protection Department or Security. The Contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by Dialing "911" on the Center's PABX telephone system.

(2) For incidents not classified as an emergency, contractor personnel shall be instructed to immediately notify the Contracting Officer's Technical Representative (COTR)(rather than dialing "911").

(3) In the event of any accident investigation activity, the contractor shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.

(4) The Contractor shall provide written guidance to its employees in the event of an emergency, an incident other than an emergency, a Center closure, a building closure, a fire alarm, or tornado alarm. The Contractor is encouraged to include in this guidance pre-established instructions, when feasible, to employees such that unnecessary delays and confusion may be avoided by employees who may otherwise be awaiting management instructions. For example, the Contractor is encouraged to address what actions employees should immediately take in the event of fire, building closure, Center closure (i.e. late Center opening or early center dismissal) for snow or other causes.

(c) TRAFFIC

The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of the NASA Glenn Research Center Safety Manual (GLM-QSA-1700.1), Chapter 19, Vehicle & Pedestrian Safety, incorporated herein by reference and made a part hereof., or the applicable Center's similar regulations.

(d) PROHIBITION OF FIREARMS

Firearms or weapons of any kind are strictly prohibited on all NASA property.

(e) SECURITY INCIDENTS

Theft of Property, Bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the Security Management and Safeguards Office.

(f) AFTER-HOUR ACCESS

During normal working hours, 6:00 a.m. to 6:00 p.m. Monday through Friday, the guards at the gates will permit contractor entrance and departure. At any other time, advance clearance is required. Advance clearance may be obtained through the COTR, who will make the request to the Main Gate Officer. After-hour clearances, as approved by the COTR, are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and Holidays. This procedure ONLY applies to temporary contractors who are on-site for 1 – 179 days within 365 day timeframe and are issued temporary badges(non-smartcard credentials) NOTE: Per Plum Brook management ALL Plum Brook Station employees are required to follow the after-hour access procedures.

(g) FOREIGN TRAVEL

All contractors providing service support to NSC/GRC programs that require travel to a Foreign Country must request a defensive counterintelligence travel briefing from the GRC Counterintelligence Office at least 2 weeks prior to travel. Only approved and sanitized Information Technology (IT) devices including laptops, flash drives, thumb drives, memory sticks, smart phones or PDA's will be authorized to be taken on travel. Approval must be obtained from the GRC Information Technology Security Manager for any IT device to be transported outside the US. All NASA documents or information must be reviewed and approved by either the GRC Center Export Administrator or a GRC Center Export Representative prior to travel. Any IT or data system, device or document containing NASA sensitive information as outlined in NPR 1600.1 paragraph 5.24, must be reviewed and approved by the GRC Security Management and Safeguards Office Information Security

Specialist prior to travel. Contractors providing support to other NASA Field Centers shall contact the COTR for directions concerning this procedure.

(h) GOVERNMENT PROPERTY ACCOUNTABILITY

Government property and material is subject to the requirements of Federal Acquisition Regulation (FAR) Part 45 and NASA FAR Supplement (NFS) Part 1845. All NASA contractors are required to follow all applicable FAR and NFS regulations as well as applicable NASA Directives. Removal of NASA property from any NASA Field Center or Satellite Center without prior authorization is strictly prohibited and is subject to denial of Center access and criminal prosecution. Contractors shall ensure that their employees are familiar with the requirements of the contract with regard to Government Property, including the disposal and removal of scrap and residual materials. The removal of scrap and residual job materials requires written approval from the NASA COTR or authorized representative. The appropriate documentation must be completed and signed by the COTR or authorized representative before exiting the Center. Each driver is required to surrender the completed documentation to the security officer at the security control point upon departure. Each vehicle is then subject to inspection prior to departure from the Center to check the contents of the respective vehicle against the information listed on the documentation authorizing removal of the property.

In addition to the above, Municipal Waste, Recyclables, and Hazardous Materials must also be properly disposed of utilizing the appropriate containers and collection points for each type of scrap and residual material. Failure to adhere to the proper disposal of these materials or unauthorized use of municipal waste or recycling containers may result in the denial of Center access and possible civil or criminal prosecution for the offender.

All questions concerning the proper removal and disposal of property, scrap, waste or other residual job materials should be forwarded to the NASA COTR.

(End of clause)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE – SECTION I

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of the clause is available at the addresses contained in clause 52.252-2 “Clauses Incorporated by Reference”, found in full text in Section I of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	JUL 2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.207-3	MAY 2006	RIGHT OF FIRST REFUSAL OF EMPLOYMENT
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS

52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.215-23	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (3) The designated payment office will make interim payments for contract financing on the 30 th day after the designated billing office receives a proper payment request.
52.216-8	MAR 1997	FIXED FEE
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-28	APR 2009	POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 or the overtime premium is paid for work -
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-29	JUN 2003	NOTIFICATION OF VISA DENIAL
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION

52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.222-99	JUN 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-18	SEP 2010	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-25	SEP 2010	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA-GENERAL
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE – LIABILITY TO THIRD PERSONS
52.230-2	OCT 2008	COST ACCOUNTING STANDARDS
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008 FEB 2002	PROMPT PAYMENT -- ALTERNATE I
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002 DEC 1991	DISPUTES - ALTERNATE I
52.233-3	AUG 1996 JUN 1985	PROTEST AFTER AWARD - ALTERNATE I
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS

52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987 APR 1984	CHANGES – COST-REIMBURSEMENT - ALTERNATE I
52.244-2	JUN 2007	SUBCONTRACTS (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: <u>TBD</u> (j) Paragraphs I and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: <u>TBD</u>
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	JUN 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	AUG 2010	GOVERNMENT PROPERTY
52.245-9	AUG 2010	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS Transportation is for NASA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government. -or- Transportation is for NASA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. <u>TBD</u> . This may be confirmed by contacting <u>TBD</u> .
52.247-63	JUN 2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.223-74	MAR 1997	DRUG AND ALCOHOL-FREE WORKFORCE
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

I.2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall –

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this

contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.4 52.216-18 ORDERING (OCT 1995)

*****This clause is applicable only to SOW Task Orders*****

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the full performance date of the contract through five (5) years subsequent thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

*****This clause is applicable only to SOW Task Orders*****

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor –

(1) Any order for a single item in excess of \$10 million;

(2) Any order for a combination of items in excess of \$10 million; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this

notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one (1) year from the last date of the contract's effective period.

(End of clause)

I.7 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION) (JUNE 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section,

must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; -

(2) Provided by the Federal contracting agency, if requested];

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.8 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages TBD, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data – General" clause contained in this contract) in and to the technical data contained in the proposal dated TBD, upon which this contract is based.

(End of clause)

I.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.10 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007) (DEVIATION)

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan – This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(g) The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

I.11 1852.215-84 OMBUDSMAN. (OCT 2003) – ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the

ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman:

Kirk D. Seablom
GRC Orion Project Planning and Control Lead
Phone: 216-433-5593
FAX: 216-433-8000
Email: Kirk.D.Seablom@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from Contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

I.12 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

“Historically Black Colleges or University,” as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institutions,” as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

“Small disadvantaged business concern,” as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

“Woman-owned small business concern,” as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA’s procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The Contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.13 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, “sensitive information” refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to –

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor’s organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

I.14 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed

in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

[END OF SECTION]

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

	Title	Number of Pages
Attachment A	Government Furnished Equipment	1
Attachment B	Space Available	1
Attachment C	NSC Applications	3
Attachment D	Function / Skill Set	2
Attachment E	Past Performance Questionnaire	12
Attachment F	Cost and Pricing Templates	TBD

The following attachments will be incorporated upon contract award:

Attachment H	Safety and Health Plan (within 30 calendar days after award)	TBD
Attachment I	IT Security Management Plan	TBD

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (OCT 2010)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519, 'Other Computer Related Services'.

(2) The small business size standard is \$25M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic,

Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain

Services--Certification.

[](vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[](viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

[](ix) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

[](x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)**

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal. “In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs I(1)(i) and I(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for

evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's

offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.2 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)

(a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled “Limitations on Pass-Through Charges” (FAR 52.215-23).

(b) General. The offeror’s proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror’s indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor’s indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

L.3 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee IDIQ contract resulting from this solicitation.

(End of provision)

L.4 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

L.5 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor Contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor’s ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

L.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA Glenn Research Center
 Attn: Eunice J. Adams-Sipp
 21000 Brookpark Rd., MS 60-1
 Cleveland, OH 44135

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.7 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Volume I – Technical Capability:	125 pages including responses to the Sample Work Requirements
Volume II – Cost/Price Proposal:	No page limit
Volume III – Past Performance:	20 pages
Volume IV - Business	No page limit

(b) A page is defined as one side of a sheet, 8 ½” x 11”, with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 ½” x 11” pages. The metric standard format most closely approximating the described standard 8 ½” x 11” size may also be used. Smaller than 12 point type may be used in figures or charts within the written proposals so long as the figure or chart does not consist primarily of text.

(c) Title pages, tables of contents, and the resumes of Key personnel are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price

information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

L.8 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

(a) The successful offeror shall submit a detailed safety and occupational health plan within thirty (30) calendar days after award (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be incorporated into the contract.

(End of provision)

L.9 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the

categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.10 1852.233-70 PROTESTS TO NASA (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.11 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Eunice Adams-Sipp
Email: eunice.j.adams-sipp@nasa.gov
Address: 21000 Brookpark Rd., MS 60-1
Cleveland, OH 44135

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted with two (2) weeks from the solicitation issuance date to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.12 PROPOSAL PREPARATION – GENERAL INSTRUCTIONS

(1) Offerors shall submit proposals in four volumes as specified, below. Each part of the proposal should be complete and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Each volume listed below shall stand alone and not require reference to another volume.

Volume I	Technical Capability (including responses to Sample Work Requirements)	Original plus 3 printed copies and original plus 1 electronic copies. All hard copies shall be contained in a binder.
Volume II	Cost/Price Proposal	Original plus 3 printed copies and original plus 1 electronic copies. All hard copies shall be contained in a binder.
Volume III	Past Performance	Original plus 3 printed copies and original plus 1 electronic copies. All hard copies shall be contained in a binder.
Volume IV	Business	Original plus 3 printed copies and original plus 1 electronic copies. All hard copies shall be contained in a binder.

ALL ELECTRONIC COPIES SHALL BE SUBMITTED TOGETHER IN A SEPARATE BINDER WITH THE APPROPRIATE VOLUME NO. AND 'ORIGINAL' OR 'COPY' INDICATED ON THE DISK LABEL. IN ADDITION, ALL ELECTRONIC SUBMISSIONS SHALL BE IN ACCORDANCE WITH PROVISION L.14 ELECTRONIC DATA SUBMISSION.

(2) Include a cover letter with the proposal as part of Volume IV (Business), attaching the completed certifications and acknowledgements specified in Section K of the solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information:

- (i) The names, telephone numbers, and email addresses of persons to be contacted for clarification or questions.
- (ii) A statement that the proposal is firm for a period of not fewer than 180 days.
- (iii) A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
- (iv) A Standard Form 33 with Blocks 12-18 completed and signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- (v) A completed Clause B.1 "Estimated Cost and Fixed Fee", (page B-1) with the proposed amounts inserted in the appropriate spaces.

(3) Address and forward the proposal package to:

**NASA Glenn Research Center
Attn: Eunice Adams-Sipp
21000 Brookpark Rd., M/S 60-1
Cleveland, OH 44135**

(4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. Subsequent revisions shall be similarly identified to show revision number and date. Each volume shall contain a detailed table of contents to delineate the sections and subsections within that volume. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Tab indexing shall be used to identify sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

(5) Proposals shall be submitted in a format that addresses all the evaluation factors, in order, listed in Section M. Information pertinent to the factors shall be included in their proposal volumes. (The Government does not recommend the use of "see paragraph X" or similar verbiage as a suitable answer to any given section.)

(6) **BINDING AND LABELING:** Staples shall not be used for binding. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, RFP number, and the Offeror's name. Be sure to apply all appropriate markings including those prescribed in Provision L.1 of this solicitation.

(7) **Worksheet Naming:** All document names in the proposal shall be in the following format: Company name (or company acronym), hyphen, template (or document) name. Documents submitted for any subcontractors shall adhere to the same format but the company name shall be that of the subcontractor.

(End of provision)

L.13 ELECTRONIC DATA SUBMISSION

Offerors and their major subcontractors are required to submit their proposals in two (2) formats, one (1) in a conventional hard copy bound format and one (1) in a standardized 700 MB Compact Disk (CD) format. In the event of a discrepancy between the electronic format and the hard copy, the hard copy will be considered the intended text. The disk submission must be compatible with the software and hardware specifications described below and must be labeled externally with the RFP number, Company Name, Date Prepared, and annotated "Source Selection Information – See FAR 3.104".

The Government intends to use PC compatible computers to aid in the evaluation of price proposals. The Government will use Microsoft Office Word 2007 and Microsoft Office Excel 2007 in its evaluation. For pictures, the Government prefers encapsulated Postscript (.eps) or embedded (copying and pasting any format of graphic into a document) MS Word 7.0 pictures. The following formats for pictures, drawings, figures, etc., are also acceptable: .cgm, .dxf, or .bmp.

(End of provision)

L.14 PREPARATION OF VOLUME I – TECHNICAL CAPABILITY

Offerors shall clearly state how they will meet or exceed the requirements as they pertain to the Statement of Work (SOW), Sample Work Requirements and other contractual requirements. Offerors shall provide a matrix identifying where such requirements are addressed in this volume. Information shall be precise, factual, detailed and complete. Offerors should not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to accomplishment of work. The evaluation will be based on the information presented (or referenced) in the written proposal. The description of the approach should be relevant to the mission of the contract; be complete, accurate, detailed, and include supporting reasoning or justification; and describe how proposed management practices will enable the proposed approach.

The proposal shall specifically address each listed evaluation subfactor. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks. Subfactors are set forth in the index below.

INDEX OF TECHNICAL CAPABILITY SUBFACTORS

SUBFACTOR A: OVERALL UNDERSTANDING OF THE REQUIREMENT

UR1 – UNDERSTANDING THE REQUIREMENTS

The Offeror shall provide a narrative response that demonstrates its understanding of the overall requirements expressed in Sections A – J of the RFP. In addition, the Offeror shall provide a narrative response which demonstrates its overall understanding of the needs and objectives of the Section C – Statement of Work and Sample Work Requirements.

The Offeror shall describe any new or innovative methods, techniques or technologies to be used in the performance of the contract. The Offeror shall fully describe each method, technique or technology in such a manner that fully explains its approach and impact on the execution of the contract.

The Offeror shall explain the approach for identifying the optimum skill mix based upon the requirements of the SOW and the approach for matching skill mix to services and functions.

UR2 – RISK MANAGEMENT PLAN

The Offeror shall provide a risk management plan including a detailed description of the Offeror's proposed risk management techniques to manage programmatic risks (e.g., technical, cost and schedule) throughout the performance of the contract.

SUBFACTOR B: MANAGEMENT PLAN

MP1 – MANAGEMENT PLAN

The Offeror shall provide a management plan which describes the organizational structure, policies, procedures, techniques, and modifications or enhancements for efficiently managing

the proposed work. The Offeror shall describe the roles, responsibilities, and the authority of each management position, access to corporate management, management of the contract baselined work assignments, and location of management personnel. The Offeror shall delineate the proposed management interaction with NASA personnel.

The Offeror shall discuss the interrelationships of technical management, business management, and subcontract management. The Offeror shall include such elements as the span of control, degree of autonomy, and lines of communication. The Offeror shall discuss the processes for resolving priority conflicts for resources and functions within the organization. The Offeror shall include an organizational chart which identifies where the program fits in the corporate structure and identify all managerial positions for this program by title.

The nature of the requirements for this procurement may provide opportunities for teaming arrangements, joint venture partners and/or subcontracting. NASA encourages Small Business opportunities for the following subcategories: Women-owned, Small Disadvantages (including 8(a)), Veteran Owned, Service-Disabled, Historically Underutilized Business Zones (HUBZone), and Historically Black Colleges and Universities/Minority Institutions. When the Offeror proposes the use of teaming arrangements, joint venture partners, subcontractors, or other associated contractual arrangements, the Offeror shall discuss the functions of these arrangements in meeting the requirements of the SOW, the benefits of these arrangements to the Government, and the potential percentage of work to be performed between the Offeror/joint venture/teaming arrangement and subcontractor. The Offeror shall identify the interfaces to the Offeror's organizational structure and provide: 1) a separate organization chart for each arrangement, and 2) the basis for selection of the arrangement.

The Offeror shall address its ability to effectively provide management support in order to manage all work, staff requirements, fluctuations in workload, provide adequate reporting and tracking, and maintain appropriate infrastructure support such as personnel, facilities, and equipment (i.e., laptops, cell phones, wireless cards, etc.) as work requirements increase or decrease as a result of new task orders issued.

MP2 – KEY PERSONNEL AND STAFFING

The Offeror shall describe its key personnel and critical personnel that demonstrate the ability to meet the requirements of the SOW as stated. Key Personnel is defined as the group of individuals responsible for the management of the contract and includes the Contractor management representative at least one level above the Contractor's Project Manager as well as the Contractor executive at the vice-presidential level, or higher, referred to in Clause G.8 "SEMI-ANNUAL PERFORMANCE REVIEW". Critical Personnel is defined as the technical individuals required for the successful execution of the baselined work assignments and task orders.

The Offeror shall describe its staffing plan including the staffing plan for any subcontractors used and the coordination of management and responsibilities between the Offeror and its subcontractors. The description shall include the staffing size and skill mix. The Offeror shall indicate the source of staffing by skill category, differentiating between in-house and new hires for the baseline requirement. The Offeror shall identify all critical skills, or unique skills, or categories requiring licenses for employees. The Offeror shall describe its plan for providing administrative support to the contracted effort.

The Offeror shall describe an overall plan for maintaining and augmenting staff after assumption

of full contract responsibility to meet contract requirements.

The Offeror shall provide names, titles and resumes of key personnel who will be employed on the contract.

The Offeror shall describe its plan for securing appropriate facilities for off-site key and critical personnel during performance of the resultant contract.

MP3 – TOTAL COMPENSATION PLAN

The Offeror shall submit a total compensation plan for all proposed labor categories.

As part of the total compensation plan, the Offeror shall classify all labor categories proposed as “exempt” or non-exempt” positions. Briefly define the terms “exempt” and non-exempt” as used by the Offeror’s organization and correlate said definitions with that provided for in the Code of Federal Regulations. The Offeror shall identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

The Offeror shall provide the fringe benefits for each category of such personnel. The Offeror shall provide current and, if different, proposed summary policies relative to all employee benefits, including:

- | | | |
|------------------|---------------------|---|
| *Vacations | *Severance pay | *Holidays |
| *Sick leave | *Recruitment policy | *Overtime and “shift work” premiums |
| *Other leave | *Relocation policy | *Per diem, subsistence and travel |
| *Incentive Plans | *Bonus plans | *Location allowance |
| *Family leave | *Health insurance | *Retirement benefit including vesting & carryover |
| *Life Insurance | | |

The Offeror’s plan shall also include a discussion of the consistency of the plan among the categories of labor being proposed. The Offeror shall highlight the differences in the benefits offered to professional employees and non-professional employees.

The Offeror shall provide an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. The Offeror shall provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public, and private organizations used in establishing the total professional compensation structure, demonstrating that the proposed compensation is reasonable.

MP4 – PHASE-IN PLAN

The Offeror shall provide a detailed Phase-In Plan that addresses, at a minimum, the Offeror’s approach to ensure continuity and a smooth transition with the incumbent contractor during the 30 Day Phase-In period.

The Phase-In plan shall clearly demonstrate an ability to assume full contract responsibility on July 1, 2011 (anticipated). The proposed management of the phase-in team, schedule, staffing plan, orientation and training of personnel in addition to receiving clearances shall be defined. All contractor personnel requiring access to NASA IT systems shall have a PIV Credential (Permanent Badge) [SEE CLAUSE H.5]. The Offeror shall identify any dependency upon the

incumbent contractor during Phase-In and specify the extent of involvement of NASA personnel during this period.

SUBFACTOR C: TECHNICAL APPROACH TO SAMPLE WORK REQUIREMENTS

SWR1 – SAMPLE WORK REQUIREMENTS

THE OFFEROR IS NOT TO PERFORM ANY OF THE WORK OR PRODUCE ANY DELIVERABLES FOR THE SAMPLE WORK REQUIREMENTS IN RESPONSE TO THE RFP.

The Offeror shall describe its plan for staffing and implementing each of the seven (7) Sample Work Requirements contained below. The Offeror's response to each Sample Work Requirement must be specific, detailed, and complete enough to demonstrate the Offeror's understanding of the technical objectives and problems in meeting the requirements. In addition, the offeror must respond to each Sample Work Requirements separately and not comprehensively providing the following information:

Include a description that addresses the following at a minimum:

1. The technical approach with the period of performance (unless specified in the Sample Work Requirement), including methods and tools, proposed for each part of the Sample Work Requirement ;
2. Staffing plan consistent with the technical approach and schedule, and proposed labor categories including the source of staffing for the Sample Work Requirement by skill category, differentiating between in-house, subcontractors, and other hires;
3. The schedule for completing the effort, including key milestones and the flow of activities from start to completion;
4. Other resources, such as facilities and equipment, necessary to successfully accomplish the Sample Work Requirement;
5. Identification of potential technical and/or managerial challenges and critical issues, including risk identification and mitigation;
6. Lines of communication for the Sample Work Requirement among the Offeror's staff and project staff;
7. Cost of performance for the Sample Work Requirement (i.e. labor categories, labor hours, overhead, direct materials, travel, G&A, etc.);
8. Identify and describe work products and deliverables for the Sample Work Requirement.

Any assumptions made in preparing a response to the Sample Work Requirement or issues with said Work Requirement must be clearly stated.

Work Requirement 1: Safety & Mission Assurance (SMA) Technical Excellence Program (STEP) Course Development

There is currently a need for an 8-hour course to serve NASA's Quality Engineering discipline in the area of Procurement Quality. As the primary learning tool for both NASA civil servant and contractor Quality personnel, it must include detailed instruction that addresses the following primary learning objectives: procurement quality principles including risk-based acquisition management, purchase order review, pre- and post award surveys, statements of work development, flow-down requirements, data deliverables, government mandatory inspection points and key characteristics in procurements.

Provide a discussion of how you would accomplish the following activities for this course:

- A. Background research into available training materials and instructors
- B. Determination of Make/Buy decision including factors evaluated
- C. Subject Matter Expert (SME) support availability within your proposed team to provide this development/procurement (if not currently available, explain how the SME would be approached to support this activity)
- D. Methodology to be used to develop/procure this course
- E. Anticipated hours required to develop/procure this course
- F. Planned delivery methodology with respective rationale for selection between instructor-led, blended and online (web-based) learning
- G. Instructors available to provide course training once developed/procured and related experience
- H. Anticipated hours & financial resources required for course development/procurement
- I. Expected course maintenance requirements/resources for the next 5 years at NASA

Work Requirement 2: Safety & Mission Assurance (SMA) Technical Excellence Program (STEP) Discipline Management

There is currently a need for discipline management in the Reliability Discipline of the NASA STEP. As the primary learning tool for both NASA civil servant and contractor Reliability personnel, the curriculum provides all essential training and learning activities that must take place throughout the career of a NASA Reliability professional.

Provide a discussion of how you would accomplish the following activities for this discipline:

- A. Completion of the development/procurement of curriculum-required training courses as listed in the Reliability Course of Study within the NASA STEP Handbook, including an estimation of financial and time resources required for completion
- B. Development and maintenance of a working group of reliability professionals across NASA and the NASA contractor work force. This working group could provide subject matter experts for course development/procurement as well as day-to-day support of reliability-based activities across NASA.
- C. Interactions with related NASA organizations such as Program Offices, the NASA Safety & Engineering Center, NASA Safety Training Center and the Academy of Program/Project & Engineering Leadership (APPEL).
- D. Methodologies for bringing leading-edge industry Reliability ideas (new or advanced analyses/techniques) into the NASA Reliability community. Include 2 examples.

Work Requirement 3: Information Dissemination and Outreach

There is currently a need for the development of an information dissemination and outreach campaign to promote Fire Safety Agency-wide. We would like to deploy this campaign within the next 3 months.

Provide a discussion of how you would accomplish the following activities for this campaign:

- A. Background research.
- B. Subject Matter Expert (SME) support availability within your proposed team to provide this development/procurement (if not currently available, explain how the SME would be approached to support this activity).

- C. Methodology to be used to develop/procure the campaign and products.
- D. Identify and describe the products recommended to support this campaign and the purpose they serve.
- E. Planned dissemination strategy.
- F. Anticipated hours & financial resources required for campaign development and implementation.

Work Requirement 4: System Failure Case Study Development Support

There is currently a need for the development of a System Failure Case Study summarizing the events of the U.S. Air Hudson River Landing to promote the current Monthly Safety Message.

- A. Support planning, development, and delivery of an OSMA Monthly Safety Message that shall include research, draft, and review support for the generation and dissemination of a complex System Failure Case Study (SFCS) write-up and presentation.
- B. Follow established guidelines and processes for System Failure Case Study (SFCS) development including, NASA Work Instructions, NASA Methodology for System Failure Case Studies, Peer Review Checklist for NASA Safety Center Studies, and a NASA and contractor peer review process.
- C. Ensure proper Subject Matter Expert (SME) availability within your Team to provide accurate technical information and review of the subject information prior to publication.
- D. Support the process of archiving and maintaining past Monthly Safety Messages within the NSCKN / NSC Website.
- E. Support development of a monthly System Failure Case Study Safety Message Package.
- F. Develop a HTML template for displaying a System Failure Case Study online.

Work Requirement 5: Knowledge Management (KM) Capability and Support

There is a need to provide Knowledge Management capabilities for the NASA Safety Center. This capability provides a central repository of safety information for the entire Agency. Provide a discussion of how you would accomplish the work with this effort:

- A. Planning, development, and support of a KM capability.
- B. Identify and utilize industry best practices for KM.
- C. Processes and methodologies used in the deployment and support of KM, including knowledge capture, current and relevant content, and ideas for delivery and presentation of this information.
- D. Approach to ensure the proper handling and separation of public and sensitive information.
- E. Collaboration and information sharing with strategic partners. Interaction with NASA and Contractor Organizations.
- F. Experience and proven methods for successful sustainment of KM.
- G. Process for managing the project from planning through implementation.
- H. Detailed approach for Workshops and training to enable successful Communities of Practice (CoP).
- I. Describe plans for evaluating, updating, and deployment of new technology; include decommissioning plans for the shutdown and removal of existing systems and modules.
- J. Mechanisms for communications to all and specific audiences.

Work Requirement 6: Safety and Mission Assurance (SMA) Mishap Investigation Support Office (MISO) Presentation of Data Trending and/or Analysis

There is a need for periodic (monthly, quarterly or on-demand) presentation packages to be produced, which reflect trending for various safety-statistics compiled by NASA and/or their contractor. These packages are presented to the highest level of the Agency, including the NASA Administrator and the Aerospace Safety Advisory Panel (ASAP).

Provide a discussion of how you would accomplish the following activities for these packages:

- A. Background information regarding the nature of the request.
- B. Determination of relevant databases from which information can be retrieved.
- C. Interaction with NASA Organizations, Programs and personnel for approval of the package
- D. Methodology to be used to determine final format of presentation package.

Work Requirement 7: Data Analysis

The NSC has received data from a field Center that includes close calls, mishaps, information from audits, and other safety information. NSC management would like this data to be analyzed and the results presented in a meaningful way relative to safety. How could this information be consolidated and the results of the analysis presented? What analysis methodologies would you use? What presentation would be appropriate to (1) the safety director at the Center, (2) the Center director, and (3) the NASA administrator? What resources would be required? How much time would it take? What would the cost be?

(End of Provision)

L.15 – PREPARATION OF VOLUME II – COST/PRICE PROPOSAL

Overview/General Instructions

It is contemplated that a single NASA contract will be awarded as a result of this solicitation. It will be Cost Plus Fixed-Fee and contain a Three-Year Base Period and Two (2) One-Year Option Periods. The contract will contain requirements for Indefinite Delivery Indefinite Quantity (IDIQ) services to be furnished throughout the performance period. For pricing purposes, the anticipated contract start date is July 1, 2011.

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. The Government assumes that adequate price competition will exist and that the amount and types of data required will be adequate to ensure the cost proposals have been prepared on a sound basis, evaluate competitive approaches, and determine cost reasonableness. Therefore the submittal of certified cost or pricing data is negated (FAR 15.403-1) and will not be requested unless proposed prices appear unreasonable or unrealistically low given the Offeror's proposed approach and there are concerns that the Contractor may default; and/or if only one proposal is received in response to the solicitation (FAR 15.403-1(c)). Offerors will be advised if additional 'other than cost or pricing data' is required (FAR 15.403-3).

Comprehensive audits of the prime and any of the subcontractor's proposals may be performed by another Government Agency such as the Defense Contract Audit Agency (DCAA) should the

Government deem it necessary. These audits may include 'system audits' such as audits of the Offeror's accounting, estimating, purchasing, compensation, and/or other relative systems. If awarded the contemplated contract, the Offeror is expected to have or obtain the proper accounting/estimating systems for Cost-Reimbursement type contracts in accordance with FAR regulations.

As a Cost-Reimbursement type contract, the contract is subject to the allowable, reasonable, and allocable cost standards established in FAR Part 31. Because equitable and appropriated cost allocation is required, it is anticipated that the Offeror and subcontractors will estimate and price their proposals using their respective estimating, pricing, and accounting practices, in accordance with their Cost Accounting Standards Disclosure Statement, if applicable. Rationale shall be provided for variances.

The cost proposal shall encompass all costs associated with the requirements of this solicitation and shall comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.

Additional Instructions

Formulas: All formulas used in the electronic spreadsheets must be clearly visible. The workbooks shall not contain macros or hidden cells. The use of external links is prohibited.

Pre-populated Formulas: Selected templates have formulas pre-populated by the Government as a courtesy. Offerors are responsible for ensuring the accuracy of these formulas and editing/correcting them as necessary.

Locks: The electronic submittal shall not be locked/protected or secured by passwords in part or in whole.

Scanned Documents: The Government has provided Cost templates for completion by the Offeror in a Microsoft Excel format. Offerors shall submit the templates in a Microsoft Excel format and shall not

Rounding: Monetary amounts, other than Direct Labor Rates, may be expressed to the closest whole dollar amount, with cents omitted. Indirect Rate Percentages and Direct Labor Rates shall be expressed to no less than the second decimal place.

Cost Proposal Introductory Page

The following information is required on the introductory page of the cost proposal:

- An indication of "Volume III: Cost Proposal"
- The Offeror's (or Business) name, and
- Name, title, telephone number and e-mail address of a Point of Contact familiar with and authorized to provide additional information concerning the Cost Proposal to both NASA and Auditors from other Government agencies.

Responsibility Determination Disclosures (Financial Capability)

To determine if an Offeror is in accordance with FAR 9.104-1(a), Offerors shall submit information which demonstrates their financial capability to perform the contract. Acceptable information includes: letters from certified United States banks indicating the available amount of credit for the business, and the company's annual report. If a teaming arrangement, joint venture, or other business combination is contemplated, disclose each participant's

responsibility for financial management of the venture, funding requirements, limitation of liabilities, and any other information which describes the financial arrangement.

Subcontractor Analyses

Per FAR 15.404-3(b), Offerors shall 'conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices' and 'include the results of these analyses in the price proposal'.

Lease/Buy Analysis

If the Offeror proposes the lease of capital equipment or real property as a direct charge to the contract, the Offeror shall include a copy of their FAS 13 analysis showing the determination of the lease status as an Operating (FAR 31.205-36) or Capital (FAR 31.205-11) lease.

Escalation

Offerors shall include all escalation (i.e. Direct Labor Rate, Indirect Rate, Other Direct Cost) in their cost proposal.

Phase-In Period

If the Offeror is selected for award, a not-to-exceed thirty (30) calendar day period prior to the initiation of contract services shall be permitted to allow preparation by the Offeror for full contract performance. If the Offeror elects to propose a price for this 'Phase-In' period, it shall be done on a Firm Fixed Price basis and with supporting information provided. The supporting information shall include, at a minimum, the number of days that will be required for the Phase-In, a brief description of the activities to be performed, labor classifications and prices of Phase-In personnel, and prices for any Other Direct Costs proposed.

Narrative Information

Offerors shall provide narrative support of all proposed estimates. The narrative shall explain in detail: pricing and estimating techniques, the basis of all projections (i.e. rationale, assumptions, and cost methodologies), and judgmental factors of cost projections. The Offeror's own format shall be utilized.

Major Subcontractor/Teaming Arrangements Information

Major subcontractors/teaming arrangements are required to submit their respective cost breakdowns. Specifically, major subcontractors shall complete and provide the 'Total Contract Costs' template, the 'Labor' template, and the 'Indirect Rates' templates, and provide a Cost Narrative utilizing the instructions of this solicitation. For proposal purposes, major subcontractors are defined as subcontractors having a total contract value equal to or greater than \$1,750,000.00 over the total potential five year performance period.

Concerning the Sample Work Requirements, major subcontractors/teaming arrangements shall complete the respective 'Sample Work Requirement Costs' and 'Sample Work Requirement Labor' Templates for any Sample Work Requirement effort which the subcontractor/teaming arrangement cost is equal to or exceeds 20% of the total proposed costs for the Work Requirement.

Major subcontractors/teaming arrangements are required to submit their information along with the Prime Offeror's proposal and may do so in separate packaging, sealed envelopes, etc.

TEMPLATES:

Offerors are instructed to complete all templates provided in the attached Microsoft Excel

Workbook. The Offeror may resize/edit the templates to better fit the proposal package and/or their estimating and accounting practices but must adhere to the format designs provided. The Offeror's own format shall be used for supporting information.

Template 1: Total Contract Costs

This template is designed to depict the total proposed costs of the contract.

Offerors shall complete the template accordingly and ensure that fields such as 'names' and 'descriptions' are completed.

Offerors shall indicate all subcontractor costs on a 'per subcontractor' basis. Offerors shall ensure that the proposed costs for major subcontractors reconcile with the respective set of major subcontractor templates. Offerors shall provide a brief narrative of the planned services of each subcontractor and indicate the contract type that will be awarded to each subcontractor.

Offerors are instructed to provide a cost for all items deemed necessary for efficient performance of the contract and shall include costs that may be 'beyond the normal operation of the contract' such as costs of a new and innovative approach. Offerors shall include a brief description of the items, quantities, and unit costs along with the basis of estimate in the cost narrative. Offerors do not need to include costs for items/services the Government will provide such as those listed as 'Government Furnished Equipment'.

Government estimated costs are provided for selected elements which may be difficult to estimate. Offerors are instructed not to alter the 'Travel' and 'License Agreements' values unless their technical approach warrants higher amounts. Offerors are also informed that the 'IDIQ Tasks' value provided includes all costs associated with complete and efficient performance of the potential IDIQ Task Orders, as noted in the Statement of Work, such as labor, indirect expenses, other direct costs of the tasks, and fixed fees.

Concerning the Other Direct Cost for 'Courses', Offerors shall assume that ten new courses will be developed or procured each year and that there are fifty courses currently available which require ongoing maintenance throughout the performance period. Of the ten new courses, assume five will be at Glenn Research Center or the approximate vicinity and five at other NASA Centers.

Offerors may choose to include the cost of money for facilities capital as authorized by Cost Accounting Standard (CAS) 414 and FAR 31.205-10 in the proposal. Either FAR Clause 52.215-16 'Facilities Capital Cost of Money' or FAR Clause 52.215-17 'Waiver of Facilities Capital Cost of Money' will be included in the contract.

Offerors shall disclose the fixed fee proposed and indicate the base and rate utilized in the calculation.

Offerors shall also ensure that the Phase-In price, if proposed, is included.

Template 2: Labor

This template is designed to capture the proposed direct labor costs.

Offerors shall insert their proposed labor category title as listed in a Department of Labor Wage Determination (DOLWD), Collective Bargaining Agreement (CBA), or General Services Administration (GSA) Schedule, or as established by the Offeror if none of the aforementioned

apply, in the ‘Labor Category per DOLWD, CBA, GSA, or Offeror’s established position’ column. In the next column, Offerors shall indicate whether the labor category is Exempt (E) or Non-exempt (N) from the Service Contract Act and/or a Union (U) position.

Offerors shall insert the number of Work Year Equivalents (WYEs) for each labor category in the ‘WYEs’ column and shall ensure that it is consistent with the Prime Contractor Work Year Equivalents proposed in the technical volume. A WYE may be composed of one employee or several part time employees. The Offeror shall include a brief position description of every labor category proposed to allow for evaluation.

Offerors shall insert the productive effort conversion factor in the ‘Productive Effort Hours’ column. Productive effort hours shall be defined as the ‘estimated number of work (or productive hours)’ and excludes non-work hours such as: vacation time, holidays, sick leave, and any other paid absences which are normally treated as an indirect expense.

Offerors shall insert the Standard Labor Rate and calculate the proposed labor price by labor category. Offerors shall indicate the Overtime Labor Rate to be utilized, should it be necessary in an IDIQ task, in the corresponding location. Planned wage increases (or escalation) shall be included. Include in the cost narrative a discussion of the planned usage of incumbent versus new personnel.

Any proposed uncompensated overtime for employees exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) shall be identified, supported, and justified with a written explanation. In addition, a clear explanation of how such costs are accounted for shall be provided. Uncompensated overtime hours, if any, shall be included in computing the effective Standard Labor Rate.

For informational purposes only, the Government is informing Offerors that its estimated staffing level is approximately 32.0 WYEs per contract year (the breakdown is provided in the solicitation). Offerors shall propose the staffing level deemed adequate by the Offeror for complete and efficient performance of the contract- regardless of the Government’s estimate. Offerors shall ensure that the proposed staffing of the cost volume reconciles with the staffing level of the technical volume and shall elaborate on the variances between the Offeror’s proposed staffing and the Government’s estimated staffing as instructed in the technical volume instructions.

	Standard Labor Category (SLC)	Base Period			Option	Option
		WYE	WYE	WYE	Year 1	Year 2
1	Application/Course Instructional Developer	3	3	3	3	3
2	Data Analyst	2	2	2	2	2
3	Engineer 1/Subject Matter Expert	2	2	2	2	2
4	Engineer 2/Subject Matter Expert	2	2	2	2	2
5	Engineer 4/Subject Matter Expert	2	2	2	2	2
6	Graphic Artist/Designer	5	5	5	5	5
7	Instructional Developer	3	3	3	3	3
8	Other Technical Support/Videographer	2	2	2	2	2
9	System Administrator	3	3	3	3	3

10	Technical/IT Support	3	3	3	3	3
11	Technical Writer	2	2	2	2	2
	Total Yearly WYEs	32	32	32	32	32
	CY = Contract Year					

The contractor shall provide the business/project management, human resource and clerical staffing to effectively support this work. Detailed descriptions of the labor categories are located after the Cost Instructions.

Template 3: Indirect Rate Template

This template is designed to collect information pertaining to the indirect rates utilized in the proposal and shall be duplicated as necessary.

Offerors shall submit a template for each indirect rate proposed (i.e. labor overhead, fringe benefits, general & administrative) and shall list the cost elements of each pool and the dollar amount of each cost element by Contractor Fiscal Year. Offerors shall inform the dollar amount of the application base and calculate the resultant rates. In the event the Offeror’s fiscal year and anticipated contract year do not coincide, the Offeror shall reconcile the rate and explain how the fiscal year rates result in the proposed contract year rates. Offerors shall also indicate the rate for the previous three years in the appropriate location and disclose the application base at the top of the template. Offerors shall include a narrative discussion supporting estimates and explaining significant changes in either expenses or the application base that exists from one year to the next.

Offerors may utilize indirect rates in existing DCAA Forward Pricing Rate Agreements (FPRA) in lieu of completing the template for that particular rate. Offerors shall identify the FPRA agreement number, issuing office, and date issued to allow for direct verification.

Template 4: Total Staffing

This template is designed to collect the Total Staffing proposed for the contract effort by contract year. Both Prime and Subcontractor labor shall be included.

Offerors shall insert the Prime Offeror or Subcontractor name in the appropriate location and the proposed labor category title as listed in the respective entity’s DOLWD, CBA, or GSA Schedule, or as established by the Offeror or subcontractor if none of the aforementioned apply, in the ‘Labor Category per DOLWD, CBA, GSA, or Offeror’s established position’ column. In the next column, Offerors shall indicate whether the labor category is Exempt (E) or Non-exempt (N) from the Service Contract Act and/or a Union (U) position. The corresponding WYEs shall be disclosed.

Offerors shall ensure the total Work Year Equivalent proposed in this template are consistent with the total Work Year Equivalent proposed in the technical volume.

Templates 5, 7, 9, 11, 13, 15, 17: Sample Work Requirement Cost Templates

Offerors shall complete these templates for the respective Sample Work Requirement. Offerors shall ensure that the template contains all costs associated with complete and efficient performance of the respective Sample Work Requirement.

Offerors shall complete the template accordingly and ensure that fields such as ‘names’ and

'descriptions' are completed.

Offerors shall indicate all subcontractor costs on a 'per subcontractor' basis. Offerors shall ensure that the proposed costs for major subcontractors reconcile with the respective set of major subcontractor templates. Offerors shall provide a brief narrative of the planned services of each subcontractor.

Offerors are instructed to provide a cost for all items deemed necessary for efficient performance of the Sample Work Requirement and shall include costs that may be 'beyond the normal operation of the contract' such as costs of a new and innovative approach. Offerors shall include a brief description of the items, quantities, and unit costs along with the basis of estimate in the cost narrative. The Offeror does not need to include costs for items/services the Government will provide such as those listed as 'Government Furnished Equipment'.

Offerors may choose to include the cost of money for facilities capital as authorized by Cost Accounting Standard (CAS) 414 and FAR 31.205-10 in the proposal.

Offerors shall disclose the fixed fee proposed and indicate the base and rate utilized in the calculation.

Templates 6, 8, 10, 12, 14, 16, 18: Sample Work Requirement Labor Templates

Offerors shall complete these templates for the respective Sample Work Requirement. Offerors shall ensure that the template contains all labor costs associated with complete and efficient performance of the respective Sample Work Requirement.

Offerors shall insert their proposed labor category title as listed in a Department of Labor Wage Determination (DOLWD), Collective Bargaining Agreement (CBA), or General Services Administration (GSA) Schedule, or as established by the Offeror if none of the aforementioned apply, in the 'Labor Category per DOLWD, CBA, GSA, or Offeror's established position' column. In the next column, Offerors shall indicate whether the labor category is Exempt (E) or Non-exempt (N) from the Service Contract Act and/or a Union (U) position.

Offerors shall insert the number of Work Year Equivalents (WYEs) for each labor category in the 'WYEs' column and shall ensure that it is consistent with the Sample Work Requirement Prime Contractor Work Year Equivalents proposed in the technical volume. A WYE may be composed of one employee or several part time employees.

Offerors shall insert the productive effort conversion factor in the 'Productive Effort Hours' column. Productive effort hours shall be defined as the 'estimated number of work (or productive hours)' and excludes non-work hours such as: vacation time, holidays, sick leave, and any other paid absences which are normally treated as an indirect expense.

Offerors shall insert the Standard Labor Rate and calculate the proposed labor price by labor category. Planned wage increases (or escalation) shall be included.

Description of Labor Categories

SLC	Minimum Education	Job Description and Map
Application/Instructional Developer	BA/BS	Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Design software or customize software for client use with the aim of optimizing operational efficiency.
Data Analyst	BS	This position is considered a journeyman level analyst position. Responsibilities include designing and developing plans, processes, procedures and tools. Requires a bachelor's degree in engineering in the field or in a related area. Engineering disciplines that may map into this SLC include mechanical, electrical, aerospace, propulsion, environmental, structures, thermal, safety, software, systems and quality. Experience level: 4-10 years.
Engineer 1	BS	This position is considered a junior level engineering position. Responsibilities include assisting in the designing and developing of plans, processes, procedures and tools. Requires a bachelor's degree in engineering in the field or in a related area. Engineering disciplines that may map into this SLC include mechanical, electrical, aerospace, propulsion, environmental, structures, thermal, safety, software, systems and quality. Experience level: 0-4years.
Engineer 2	BS	This position is considered a journeyman level engineering position. Responsibilities include designing and developing plans, processes, procedures and tools. Required to supervise less experience engineers. Requires a bachelor's degree in engineering in the field or in a related area. Engineering disciplines that may map into this SLC include mechanical, electrical, aerospace, propulsion, environmental, structures, thermal, safety, software, systems and quality. Experience level: 4-10 years.
Engineer 4	MS	This position is considered a senior level engineering position. Responsibilities include conceptual thinking, designing and developing plans, processes, procedures and tools. Required to supervise less experience engineers. Requires a master's degree in engineering in the field or in a related area. Engineering disciplines that may map into this SLC include mechanical, electrical, aerospace, propulsion, environmental, structures, thermal, safety, software, systems and quality. Experience level: >5 years.
Graphic Artist/Designer	BA/BS	Design or create graphics to meet specific commercial or promotional needs, such as packaging, displays, or logos. May use a variety of mediums to achieve artistic or decorative effects.

SLC	Minimum Education	Job Description and Map
Instructional Developer	BS	Responsibilities include designing, modifying, developing, writing and implementing training courses and related materials. Also supports and assists with appropriate learning management system applications & integration. Participates in the testing process through course review and analysis.
Other Technical Support/ Videographer	BA/BS	Responsibilities include studying, investigating, and conducting activities and analysis on different aspects of development and production, including videography. Must be able to apply a wide range of concepts, practices, and procedures.
System Administrator	BA/BS	Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Monitor network to ensure network availability to all system users and may perform necessary maintenance to support network availability.
Technical/Information Technology (IT) Support	BA/BS/MBA	Responsibilities include designing, modifying, developing, writing and implementing software programming applications. Also supports and installs software applications/operating systems. Participates in the testing process through test review and analysis, test witnessing and certification of software. Disciplines that may map into this SLC include programmers, software engineers and computer scientist. Do not include non-degreed IT folks in this category. For more technically complex jobs, people with graduate degrees are preferred. For jobs in a technical or scientific environment, at least a bachelor's degree in a technical field, such as computer science, information science, applied mathematics, engineering, or the physical sciences. For jobs in a business environment, at least a bachelor's degree in a business-related field such as management information systems (MIS). Also, individuals who have a master's degree in business administration (MBA) with a concentration in information systems. Disciplines that may map into this SLC include Computer network, systems, and database administrators, Computer scientists, Computer software engineers and programmers, Computer Systems analysts.
Technical Writer	BA/BS	A bachelor's degree, often preferring those with a major in communications, journalism, or English. Require both experience and either a degree or knowledge in a specialized field—for example, engineering, medicine, or one of the sciences; others have broader requirements, such as a background in liberal arts. Knowledge of a second language is helpful for some positions. Experience in Web design and computer graphics also is helpful, because of the growing use of online technical documentation.

(End of provision)

L.16– PREPARATION OF VOLUME III – RELEVANT EXPERIENCE AND PAST PERFORMANCE

This provision applies to work performed over the past three (3) years.

A. The Offeror shall submit the information set forth, below, for the Prime Offeror and any Major Subcontractor(s). A Major Subcontractor is defined as performing 20% or more of the total contract effort in terms of direct technical hours.

The Offeror shall provide a list of all Government and/or commercial contracts, subcontracts, or projects involving relevant work as described in the SOW. The Offeror shall identify the contract number, the Government agency or company placing the contract, the type of contract, a brief description of the work, and at least two persons knowledgeable of the work. The contacts must include the Contracting Officer, or for commercial references a contracts professional, and a technical professional. Include current addresses and telephone numbers for each contact person.

For each cost-reimbursement contract discussed in subparagraph 1, above, list the amounts of cost overruns or underruns, reasons for them, and percentage of fixed fee and/or award fee received.

For any Task Order or Indefinite Delivery/Indefinite Quantity (IDIQ) contracts, list the average number of active orders and the sizes of the orders in terms of the number of full-time personnel working the order(s).

When major subcontracts are proposed, identify any experience the Prime Offeror has in managing major subcontracts.

Summarize relevant lessons learned from problems and successes in managing similar efforts. Specifically describe how these experiences would apply to the SOW. The Offeror shall summarize any experience it has had with any procedures, techniques or approaches discussed in the Technical Capability Volume of the proposal.

B. For the listed contracts or projects the Offeror considers most relevant to this procurement, the Offeror is instructed to forward the Past Performance Client Questionnaire (Attachment E to this Section L) to the contact persons provided in response to paragraph A, above, either the CO/contracts professional or the COTR/technical professional as applicable. Those references should be instructed to complete and forward the questionnaire directly to the Government no later than **March 4, 2011**. The Offeror shall submit a minimum of three (3) and a maximum of (5) questionnaires pertaining to their prime and or/subcontracts. The Offeror is responsible for ensuring that the questionnaires are submitted on or before the due date to Eunice J. Adams-Sipp, NASA Glenn Research Center, 21000 Brookpark Rd., M/S 60-1, Cleveland, OH 44135 – or- eunice.j.adams-sipp@nasa.gov .

(End of provision)

L.17 VOLUME IV: BUSINESS VOLUME INSTRUCTIONS**I. OFFER SECTION:**

The offeror shall include the following in the Offer Section of its proposal:

(a) Pages from the solicitation document.

(1) The completed and signed Standard Form (SF) 33, cover page of the solicitation

(2) The pages from the solicitation with all offeror required fill-ins completed (i.e. Section B, I, L)

(3) The completed Section K, "Certifications, Representations, and Other Statements of Offerors."

The balance of the solicitation need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified as exceptions. (See paragraph (c) below.)

(b) The names, telephone numbers, FAX numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

(c) A statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical." CAUTION: Exceptions may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(d) A description of any new terms, conditions or clauses proposed by the offeror which are of benefit to the Government. Discuss the benefit to the Government in the appropriate Section of the proposal. CAUTION: New terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(e) Business systems information.

(1) A statement as to whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

(2) The date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

(g) Contract administration information.

- (1) Cognizant Government audit agency with address, telephone number, and fax number.
- (2) Cognizant Government inspection agency with address, telephone number, and fax number.
- (3) Cognizant Government Administrative Contracting Officer by name with address, telephone number, email address, and fax number.

(h) Information addressing all of the elements under FAR 9.104 to demonstrate responsibility. (Address the elements under this section that are not addressed in another proposal section.)

(End of provision)

L.18 CONTRACT COST/SCHEDULE REPORTING INSTRUCTIONS

(a) The reporting categories to be used for the NASA Financial Management Reports, as applicable, are found in the "Reports of Work" clause of this RFP. Should these categories conflict with the Offeror's accounting system, the Offeror shall recommend alternate, compatible reporting categories. As a separate item of the proposal, the Offeror shall include the excess direct or indirect cost that will be incurred to supply the financial data for a similar size project. The actual reporting categories to be used shall be finalized during negotiations, if held, or negotiated after award and approved by NASA.

(b) The Offeror shall propose a program schedule in sufficient detail for evaluation. The schedule items (milestones, tasks, activities, events) shall correlate with the financial reporting categories. This correlation need not be on a one-to-one basis (e.g., a single financial reporting category may encompass one or more related schedule items). The negotiated schedular reporting, if different from that in the "Reports of Work" clause, shall be incorporated into the contract.

(End of provision)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 SOURCE SELECTION AND EVALUATION FACTORS**

(a) Source Selection

(1) This competitive negotiated acquisition will be conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, "Source Selection," and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA formal source selection," will apply.

(2) The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation," and NFS 1815.305-70, "Identification of unacceptable proposals."

(3) Award will be made to the responsible offeror whose proposal meets the requirements of the solicitation and provides the best value to the Government.

(b) Evaluation Factors. The evaluation factors and subfactors are:

1. Mission Suitability

- A. Overall Understanding of the Requirements (UR)
- B. Management Plan (MP)
- C. Technical Approach to Sample Work Requirements (SWR)

2. Cost/Price

3. Relevant Experience and Past Performance

(c) Relative Importance of Evaluation of Factors and Subfactors

(1) Selection of an Offeror for award will be based on a trade-off, as described at FAR 15.101-1, between Cost, Technical Capability and Past Performance.

(2) Technical Capability and Past Performance, when combined, are significantly more important than Cost/Price.

(3) As individual factors, Technical Capability is more important than Past Performance which is more important than Cost.

(4) For purposes of the Technical Capability evaluation, Subfactors: Overall Understanding of the Requirements, Management Plan and Technical Approach to Sample Work Requirements are approximately equal in importance and significantly more important than the Phase-in Plan.

These factors will be used to evaluate each proposal. A further description for each evaluation factor is provided below.

TECHNICAL CAPABILITY EVALUATION FACTOR

The specification/statement of work included in this solicitation serves as the Government's baseline requirement. Each subfactor will be evaluated to determine the proposal's technical capability to meet or exceed the baseline requirement. Each of the subfactors will receive one of the adjective ratings set forth below. The ratings for the subfactors will then be consolidated into a single Technical Capability adjective rating.

ADJECTIVAL RATING	DESCRIPTION
EXCELLENT	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
VERY GOOD	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
GOOD	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.
FAIR	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
POOR	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

Definitions for the Classification of Findings:

Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level.

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Strength is an aspect of the proposal that will have some positive impact on the successful performance of the contract.

Significant Strength is some aspect of the proposal that greatly enhances the potential for successful contract performance.

The following Subfactors will be used to evaluate the overall Mission Suitability:

A. Overall Understanding of the Requirements (UR)

UR1 – UNDERSTANDING THE REQUIREMENTS

The Offeror's overall understanding and approach to meeting each of the requirements of Sections A – J of the RFP as demonstrated by the completeness, overall balance, and consistency of all parts of the proposal will be evaluated. The Government will evaluate the effectiveness of the Offeror's proposed techniques and procedures. How thoroughly the Offeror understands the needs and objectives of the SOW requirements will be evaluated. The Offeror's approach for identifying optimum skill mix and matching skill mix to services and functions will be evaluated for overall effectiveness and soundness.

UR2 – RISK MANAGEMENT PLAN

The Government will evaluate the proposed risk management plan for adequacy, realism, and effectiveness in identifying, communicating, and mitigating risks. The risks identified by the Offeror will be evaluated to determine the Offeror's understanding of the management challenges throughout the performance of the contract.

B. Management Plan (MP)**MP1 – MANAGEMENT PLAN**

The Government will evaluate the adequacy of the Offeror's organization structure, policies, procedures and techniques proposed to manage the work associated with the contract. The Offeror's discussion of technical management, business management, and subcontract management interrelationships and the delineation of proposed management interaction with NASA personnel will be evaluated for thoroughness and reasonableness.

The Offeror's statement of responsibilities and authorities of each manager and description of such elements as span of control, degree of autonomy, and lines of communication will be evaluated for clarity, efficiency, and effectiveness.

The Offeror's proposed use of subcontractors, teaming arrangements, or other associated contractual arrangements will be evaluated for reasonableness and effectiveness.

The Offeror's strategy for resolving conflicts that may arise in resources and functions within the organization will be evaluated for reasonableness. The Offeror's proposed management of any small business subcontractors will be evaluated for appropriate span of control.

The Offeror's overall plan for managing fluctuating workloads in order to meet contract requirements will be evaluated for reasonableness and realism. The Government will evaluate the availability of the Offeror's resources including: Staffing, corporate support, facilities, and equipment. The Government will evaluate the effectiveness of modifications or enhancements to the Offeror's organization structure, policies, procedures, and techniques that are contingent on anticipated awards.

MP2 – KEY PERSONNEL AND STAFFING

The Offeror's plan for staffing a qualified workforce will be evaluated based on the ability to meet contract needs in a timely manner. The Offeror's ability to provide any necessary support to perform under the resultant contract, respond to critical requirements, and staff for new requirements from existing resources and from outside sources will be evaluated for reasonableness. The Offeror's overall plan for maintaining and augmenting a staff to meet on-going contract requirements will be evaluated for reasonableness and the appropriateness of the skill mix.

MP3 – TOTAL COMPENSATION PLAN

The Government will evaluate the Offeror's compensation plan to determine if it reflects a sound management approach and understanding of the contract requirements. The professional compensation plan proposed will be evaluated for its expected impact on recruiting and retention, its realism, and its consistency with a total plan for compensation.

MP4 – PHASE-IN PLAN

The Phase-In Plan will be evaluated for completeness, reasonableness, efficiency, effectiveness, and level of detail for demonstration of the Offeror's ability to assume full responsibility for contract performance thirty (30) days after the Phase-In Period begins. The risks to the Government beyond what can reasonably be expected in a transition period will be assessed for reasonableness.

The Government will evaluate the adequacy of the Offeror's special considerations or processes for ensuring the effective and efficient assumption of current work being performed by the incumbent contractors.

C. Technical Approach to Sample Work Requirement (SWR)

SWR1 – SAMPLE WORK REQUIREMENTS

The Offeror's response to the seven (7) Sample Work Requirements will be evaluated to determine the Offeror's understanding of the requirements. Specifically, the offeror's proposed staff and their function in responding to the activities described in the Sample Work Requirement will be evaluated for understanding and adequacy.

The Government will evaluate the general technical approach, cost estimating including skill mix and all elements of cost, task schedule including any specified milestones and deliverables in the task requirements, and realism of additional resources necessary to successfully complete the Sample Work Requirement.

RELEVANT EXPERIENCE AND PAST PERFORMANCE EVALUATION FACTOR

This factor will indicate the relevant quantitative and qualitative aspects of the Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of this RFP. It will provide the Government an opportunity to evaluate the quality and timeliness of goods and services provided by the Offeror to the agency and other organizations, covering both prime and subcontractor performance. The Past Performance Factor is not numerically scored.

The Government will evaluate both the extent of the Offeror's (proposed Prime Contractor and Major Subcontractors) experience and the quality of its performance. The Government will evaluate the Offeror's experience to determine how relevant it is to work requirements, terms, and conditions similar to those contained in Sections A through J of this RFP that it would be responsible for under the contract. Offerors without a record of relevant past performance, or for who information on past performance is not available, shall receive a neutral rating in accordance with FAR 15.305(a)(2)(iv). However, it will also be important that the Offeror explain how that experience increases the Offeror's ability to implement the systems, approaches, and plans it has proposed in the Mission Suitability proposal.

The Government will evaluate the quality of the Offeror's performance based on input provided through customer questionnaires, and other references, if any, that the Government may contact for additional past performance information.

When the Offeror proposes major subcontracting, the Offeror's experience and success in managing large subcontracts will be evaluated.

Past performance will include the following specific areas established for this procurement:

1. Technical Performance

The Government will:

- Evaluate the Offeror’s compliance with technical requirements and performance standards for previous and present work related to the SOW such as: knowledge management, training course development, website creation, technical writing and graphics design, video production, planning and design of computer systems, etc.
- Evaluate the quality of the service or support. The Offeror’s past performance in writing technical reports will be evaluated. The offeror’s ability to identify and resolve unforeseen technical problems will also be evaluated. This also includes an evaluation of the Offeror’s safety record and adherence to safety and health plans.

2. Schedule Performance

The Government will evaluate how well the offeror has met completion dates. This includes any interim deliverables or milestones in areas represented by the SOW.

3. Cost Performance

The Government will evaluate cost increases and cost savings (such as over-runs and under-runs) experienced on previous and current contracts. Only those increases or savings within the responsibility of the Offeror under the terms of the particular contracts are evaluated. However, customer directed efforts and “de-scoping(s)” to mitigate cost increases will be considered in assessing cost performance.

4. Business Relations

The Government will evaluate the Offeror in terms of effectiveness and cooperation of management, responsiveness to contract requirements, and to emergency service requirements. The offeror’s past performance in meeting proposed subcontracting plan goals for small and disadvantaged business will be evaluated.

Past Performance will be evaluated for each Offeror using the following levels of confidence ratings:

RATING	DESCRIPTION
<p>Very High Level of Confidence</p>	<p>The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)</p>

High Level of Confidence	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)
Neutral	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

M.3 COST/PRICE EVALUATION FACTOR

Although the cost volume is not numerically scored nor receives an adjectival rating, it is important in determining that the Offeror understands the solicitation and the resources required. The cost factor is used to determine what the Offeror's proposal will probably cost the Government should it be selected for award.

A cost realism analysis will be conducted to ensure that a fair and reasonable price is paid by the Government and to assess the reasonableness and realism of the proposed costs. Offerors should refer to FAR 2.101(b) for a definition of 'cost realism' and to FAR 15.404-1(d) for a discussion of 'probable cost'. As noted in FAR 15.404(d)(1), the cost realism analysis consists of 'independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal'.

For purposes of source selection, and in accordance with FAR 52.217-5 'Evaluation of Options, the total proposed cost will be utilized. The total proposed cost consists of: the Phase-In Price, the Initial Three-Year Base Period Cost, and the Total Cost of the Two (2) Option Years. As stated in the provision 'evaluation of options will not obligate the Government to exercise the

option(s)'.

The cost evaluation will be conducted in accordance with FAR 15.305(a)(1), FAR 15.404, NFS 1815.305(a)(1)(B) and (a)(3)(B), and NFS 1815.404.

The status of Offeror systems and audits of such systems will be considered part of the cost evaluation.

An evaluation of the fixed fee shall also be conducted. The proposed fixed fee will be reviewed for reasonableness and for the extent that it will serve as a motivator of efficient and effective contract performance. Fee dollars will not be adjusted in a probable cost adjustment.

The proposed cost for the seven (7) Sample Work Requirements shall be evaluated for technical merit only.

The results of the Government's cost evaluation will be presented to the Source Selection Authority (SSA) for consideration in making the source selection decision. The results of the analyses do not provide a basis for an upward price adjustment after award.

[END OF SECTION]